# In Fidem Facet Distribution Agreement

## Definitions

**Project:** the **Brainwave** iGRC platform configuration for a specific **Client** and/or environment.

**Project files:** the files contained in the **Project**. These are text files that define / configure the iGRC platform's behavior.

**Default project:** the **Project** provided by **Brainwave** that will be built upon.

**Facet:** a **Facet** is an archive that contains **Project** files that can be used by the **Brainwave** iGRC platform to add functionalities.

**Client:** the person or company purchasing downloading, or using the **Facet**.

**In Fidem:** the company **In Fidem** Inc. providing **Facets** and services under the present agreement.

**Brainwave:** the company editing the **Brainwave** iGRC Analytics product, and provider of the **Marketplace**.

**Marketplace:** a website for **Clients** to download **Facets** (free or paid), maintained by **Brainwave**.

**Bug:** an error that causes the **Facet** to produce unexpected results or behave in unintended ways.

# 1. Accepting this Agreement

1.1 This agreement ("Agreement") forms a legally binding contract between you (the **Client**) and **In Fidem** in relation to your use of one or more **Facets** developed by **In Fidem**. In order to use the **Facet**(s), you must accept this Agreement. You may not use **Facet**(s) if you do not accept this Agreement.

1.2 If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement or use the **Facet**(s) on behalf of your employer or other entity.

# 2. Pricing and usage

2.1 This Agreement covers both free and paid **Facet**(s). Paid **Facet**(s) will be usable once the payment has been received.

2.2 **License.** A license is valid on all environments (development, testing and production environments for instance) for one **Project** only. If you are a company servicing multiple **Clients**, you must buy **Facet**(s) for each **Client** and/or **Project**.

2.3 You, the **Client**, are not permitted to resell or distribute **Facet**(s), neither paid nor free.

2.4 **Refund.** There is no refund: the **Client** ensures that the **Facet** fits his needs before buying it, based on the description of the **Facet**(s) on the **Marketplace** and discussion with **In Fidem,** if needed.

2.5 **Reinstalls.** Reinstalls are unlimited, as long as the license rules (2.2) are applicable.

2.6 **Technical requirements.** The **Client** alone ensures that the technical requirements are met for the **Facet** to work. Requirements are defined on the **Marketplace** for each **Facet**.

# 3. Support

3.1 Paid **Facet**(s) are supported for a period of two (2) years, starting once the payment has been received. Support covers only bug fixes, if:

- The bug is a **Facet**(s) bug and not a bug in the iGRC Analytics product
- The iGRC Analytics product version is still supported by **Brainwave**
- The latest product version and its associated **Project** is installed on iGRC Analytics (see Technical requirements 2.6)
- The **Facet** has not been modified by the **Client**

3.2 Support requests will be answered within 48 hours for paid **Facets**.

3.3 Free **Facets** are not supported.

# 4. License Grants

4.1 **In Fidem** grants the **Client** with a permanent license to use the **Facet** as specified in section 2.

# 5. Intellectual property

5.1 Intellectual property of the **Facet**(s) is and remains that of **In Fidem**.

# 6. Warranty and responsibility

6.1 **In Fidem** warrants that the **Facet**(s) operate(s) according to its description.

6.2 **In Fidem** is not responsible for any consequences or damages caused when using the **Facet**. The **Client** is responsible for ensuring that the **Facet**(s) are performing adequately in the **Client**'s IT environment.

# 7. Terminating this Agreement

7.1 This Agreement will remain active unless both parties agree to terminate it. In this case, the **Client** will remain owner of the **Facet**(s), and support is terminated.