



## Fabric Software as a Service Agreement

**This SaaS Agreement (“Agreement”) is made and entered into upon submission of the Fabric registration form (“Effective Date”). By using Fabric or signing up for a Fabric software account (the “Service”), you’re agreeing to these terms of service (“Terms”), which will result in a legal agreement (“Agreement”) between you (“Client”) and Cogcentric Labs Inc. (“Cogcentric”).**

**The Client hereto agrees to the following Terms.**

### **1. Contract Period**

Initial term of this Agreement is one month, starting from the Effective Date. This Agreement shall automatically and indefinitely renew for an additional term of one (1) month, unless either Cogcentric or Client provides notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof.

### **2. Termination**

Client or Cogcentric may terminate the Agreement at any time and for any reason by giving 30 days written notice to the other party. Cogcentric may suspend the Service to Client at any time, with or without cause. Once Agreement is terminated, Client acknowledges and agrees that Cogcentric may permanently delete the Client account and all the data associated with it.

### **3. Changes**

Cogcentric may change any of the Terms by notifying Client of the new Terms via email. Unless Client terminates their account within 30 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. Cogcentric may change the Service, Add-ons, or any features of the Service at any time, and Cogcentric may discontinue the Service, Add-ons, or any features of the Service at any time.

## **Billing and Payment**

### **4. User Accounts**

A user account is a location on a server used to store a Fabric username, password, and other user information. Active Users are defined as: Any user account that exists within Fabric Software, which is not in a Locked Status at any time during the duration of the current monthly billing cycle (“Active User”). User Accounts that are permanently deleted are not considered an Active User.

### **5. Subscription Services**

Cogcentric’s Fabric software subscription (“Subscription”) fees are billed at a rate of ninety-nine dollars (\$99.00) per month; with all Subscription fees billed to the Client in Canadian currency (CAD). Client agrees to recurring billing for the Subscription on the final day of each month (the “Pay Date”). Subscription pricing may be changed at any time with 30 days written notice to the Client.

## **6. Custom Hardware**

Subscription does not include a dedicated firewall, geographically separated load balancing, separation of database server and web server, PCI-compliant configuration for eCommerce, a standby server system for automated failover or mirror sites in multiple locations.

## **7. Payment Method**

So long as Client has a Subscription or otherwise has an outstanding balance with Cogcentric, Client agrees to provide Cogcentric with valid credit card information and authorizes Cogcentric to deduct the monthly charges against that credit card. If Client's credit card is automatically replaced with a new card by a payment processor, Client acknowledges and agrees that Cogcentric is authorized to deduct any charges on Client's account against the new credit card. Any employee, contractor or agent of Client using a credit card represents and warrants that they are authorized to use that credit card on behalf of the Client, and that any and all charges may be billed to that credit card and won't be rejected. If Cogcentric is unable to process a credit card order, Cogcentric will attempt to contact Client by email and reserves the right to suspend Client's account until Client's payment can be processed.

## **8. Billing Changes**

Cogcentric may change Subscription fees at any time and will provide Client 30 days written notice by email of all Subscription fee changes. Quoted fees do not include sales or other transaction-based taxes of any kind.

## **Rights**

### **9. Proprietary Rights Owned by Cogcentric**

Client will respect Cogcentric proprietary rights in the software used to provide the Service (proprietary rights include, but aren't limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property). Client may only use Cogcentric's brand assets with written permission from Cogcentric.

### **10. Proprietary Rights Owned by Client**

Client represents and warrants that Client either owns or has permission to use all of the material, content, data, and information (including Client's information and the personal information of others) in the course of using the Service ("Content"). Client retains ownership of the Content that Client uploads to the Service.

### **11. Compliance with Laws**

Client represents and warrants that Client's use of the Service will comply with all applicable laws and regulations. Client is responsible for determining whether the Service is suitable for Client to use in light of Client's obligations under any regulations like HIPAA, GLB, EU data privacy laws (including the General Data Protection Regulation) (collectively, "EU Data Privacy Laws"), Canadian export control laws and regulations and economic sanctions laws and regulations ("Canadian Export Control Laws and Regulations"), or other applicable laws. If Client is subject to regulations (like HIPAA) and Client uses the Service, then Cogcentric won't be liable if the Service doesn't meet those requirements. Client may not use the Service for any unlawful or discriminatory activities.

If Client collects any personal information pertaining to a minor and stores such information within Client's Fabric account, Client represents and warrants that Client have obtained valid consent from the minor according to the applicable laws of the jurisdiction in which the minor

lives, or that Client have otherwise obtained the required parental or guardian consent according to the applicable laws of the jurisdiction in which the minor lives. Client agree to indemnify and hold Cogcentric harmless from any losses, including all legal fees and expenses, that result from Client's breach of this Section 10.

## **Liability**

### **12. Limitation of Liability**

To the maximum extent permitted by law, Client assumes full responsibility for any loss that results from Client's use of the Service. Cogcentric, its employees and contractors, won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or Cogcentric been advised of the possibility of those damages. In any calendar month, Cogcentric's total liability to Client arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what the Client has paid Cogcentric for the Service the preceding month.

In addition, for the avoidance of doubt, in no instance will Cogcentric its employees and contractors, be liable for any losses or damages Client suffers regardless of whether Cogcentric terminates or suspends Client's account.

### **13. No Warranties**

To the maximum extent permitted by law, Cogcentric provides the Service as-is. This means that, except as expressly stated in these Terms, Cogcentric doesn't provide warranties, conditions, or undertakings of any kind in relation to the Service, either express or implied. This includes, but isn't limited to, warranties of merchantability and fitness for a particular purpose, which are to the fullest extent permitted by law, excluded from the Agreement. Since Client may use the Service for a variety of reasons, Cogcentric can't guarantee that it'll meet Client's specific needs.

### **14. Indemnity**

Client agrees to indemnify and hold Cogcentric, its employees and contractors harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims Client makes that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) Client also agrees to indemnify and hold Cogcentric harmless from any losses, including legal fees and expenses, that directly or indirectly result from (a) Client's Content, (b) Client's use of the Service, (c) Client's violation of any laws or regulations, (d) third-party claims that Client or someone using Client's password did something that, if true, would violate any of these Terms, (e) any misrepresentations made by Client, or (f) a breach of any representations or warranties Client made to Cogcentric.

### **15. Legal Fees and Expenses**

If Cogcentric files an action against Client claiming Client breached these Terms and Cogcentric prevails, Cogcentric will be entitled to recover all reasonable legal fees, expenses, and any damages or other relief Cogcentric may be awarded.

### **16. Equitable Relief**

If Client violates these Terms, then Cogcentric may seek injunctive relief (meaning Cogcentric may request a court order to stop Client) or other equitable relief.

### **17. Subpoena Fees**

If Cogcentric have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to Client's account, then Cogcentric may charge Client for Cogcentric's costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

#### **18. Disclaimers**

Cogcentric its employees and contractors aren't responsible for the behavior of any third parties, linked websites, or other Clients.

#### **Fine Print**

#### **19. Assignments**

Client may not assign any of Client's rights under this agreement to anyone else. Cogcentric may assign Cogcentric's rights to any other individual or entity at our discretion.

#### **20. Choice of Law**

The Province of British Columbia's laws, except for conflict of laws rules, will apply to any dispute related to the Agreement or the Service. Any dispute related to the Agreement or the Service itself will be decided by the Provincial courts in The Province of British Columbia or the Federal court of Canada and each party will be subject to the jurisdiction of those courts.

#### **21. Force Majeure**

Cogcentric won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond Cogcentric's control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

#### **22. Survivability**

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by Client, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

#### **23. Severability**

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

#### **24. Amendments and Waiver**

Amendments or changes to the Agreement won't be effective until Cogcentric emails revised Terms to the Client. If Cogcentric doesn't immediately take action on a violation of these Terms, Cogcentric is not giving up any rights under the Terms, and Cogcentric may still take action at some point.

#### **25. Notification of Security Breach**

In the event of a security breach that may affect Client, Cogcentric will notify Client of the breach once Cogcentric have determined, in Cogcentric's discretion, that it occurred and will provide a description of what happened. If Cogcentric determines, and notifies Client, that Client needs to forward all or part of that information to any of the Client's Fabric users, Client will promptly do so.

**26. Notices**

Any notice to Client will be effective when Cogcentric send it to the last email or physical address Client provided Cogcentric. Any notice to us will be effective when delivered to Cogcentric: admin@cogcentric.com, or any physical addresses as Cogcentric may later provide.

**27. Entire Agreement**

This Agreement makes up the Terms between Cogcentric and Client in relation to its subject matter and supersedes all prior agreements, representations, and understandings. Where there's a conflict between these Terms and Terms in any subsequent agreements between Client and Cogcentric, the Terms in any subsequent agreement(s) will control to the extent of the conflict.

**By submitting this form, you are consenting to the terms and conditions of this agreement**