

## **GRafP** Technologies

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### X:PRIMER Trial Agreement

#### **GRafP Technologies Inc. ("GRafP") X:PRIMER Trial Terms and Conditions**

**Customer** means the organization or individual(s) receiving the Trial X:PRIMER application and Trial Token and the subject of this X:PRIMER Trial Agreement.

#### 1. Procured Items

One (1) Trial X:PRIMER Application and One (1) Trial Token.

#### 2. Procured Item Description

As part of this Trial Agreement, two (2) software components will be provided electronically to the Customer:

- Installer software for the X:PRIMER application, which will install 3 programs (S:PRIMER program, Model Editor program, and an Uninstall program).
- One X:PRIMER Trial Token.

The two (2) software components will be submitted to the Customer upon signing this agreement and agreeing to its terms and conditions.

X:PRIMER is GRafP Technologies' web-based product line for predicting what can go wrong, identifying the root causes of potential failures, and recommending the best countermeasures. X:PRIMER is an "all in one" survey, audit, and appraisal tool. At the click of a mouse, X:PRIMER can analyze hundreds of thousands of relationships that are usually left to luck (or fate) to translate into success (or to deteriorate into crises).

#### 3. Scope of Procured Item

As of October 1, 2006, GRafP will be offering a free trial period for its popular X:PRIMER tool. Each ensuing month, the free trial period will be decreased one month (e.g. as of November 1st, the free trial period will be 8 months, and so on). The trial period will finish on June 30, 2007.

#### 4. Terms and Conditions

The Customer agrees with the following terms and conditions:

- The Customer must initiate and complete at least one audit, appraisal or survey using X:PRIMER within the first 3 months of receiving a token. If an extension is required, a formal request via email

to GRafP ([mraftus@grafp.com](mailto:mraftus@grafp.com)) must be received prior to the expiry date. The expiry date will be 3 months from receipt of the token by GRafP Technologies.

- The token can be shared with other users in the 'same' organization. However, in this case, note that if another user has started the X:PRIMER application, you will not be able to use your instance of the application until the token has been released by the other user.
- The Customer agrees to act in good faith and not provide the token to any of its internal or external consultants, unless a written consent is received from GRafP Technologies. In particular, this applies to any consultants providing Capability Maturity Model Integration (CMMI) services to the Customer.
- The Customer must inform GRafP of its decision to proceed or not to proceed with a site license within the first 3 months of receiving a token (or June 30, 2007, whichever comes first). If a site license is purchased within this period, the purchaser will be eligible for a 50% site license reduction for fiscal year 2007.
- The Customer is permitted to conduct a survey, audit, or appraisal using any model which has been classified as 'Public' by either GRafP or any of its Customers. For example, to conduct CMMI (version 1.1) surveys, audits, or appraisals, the Customers have access to the model "[CMMI-SW V1.1, Continuous Representation](#)".
- GRafP will, from time to time, create and release new 'Public' models (e.g. ISO 9001, CMMI V1.2) to its community of X:PRIMER customers.
- The Customer is permitted to generate additional models ('Private' or 'Public') in the course of the Trial Period. Two options are available to Customers wanting to do so. The first option involves contracting GRafP personnel, at a nominal fee, to construct and publish a customer-provided model within a scheduled delivery date. The second option involves the Customer representative(s) attending a one day training session on the X:PRIMER application (which includes Model Editor training). The Customer should check course offering dates on [www.grafp.com](http://www.grafp.com).
- This agreement does not cover software problems unrelated to GRafP Technologies' products.
- THIS IS A FREE TRIAL AGREEMENT. GRafP Technologies Inc. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND GRafP Technologies Inc. SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND WHATSOEVER.

## 5. Procured Item Objectives

The X:PRIMER Trial period's objectives include:

- Permitting Customers to conduct quality surveys, audits, and appraisals by harnessing the power of the Web.
- Permitting Customers to assess the value of X:PRIMER within their organization as a tool that will provide substantial ROI.

## 6. Pricing and Payment

There is no cost for use of the tool during the Trial Period. A Product Licensing Fee and Maintenance Fee & Agreement can be provided to the customer upon request.

## 7. Assigned Resource(s)

The Customer must appoint two points of contact under section 13 of this agreement (one technical point of contact [referred to as 'Requester'] and one management point of contact [referred to as 'Supervising Manager']). Queries forwarded to GRafP of a technical nature will only be processed if submitted by the Customer's technical point of contact. Non-technical queries, such as requests for trial extension, will only be processed if submitted by the Customer's Supervising Manager. Points of contact may be replaced only through written consent from GRafP.

## 8. Trial materials

The Customer will have access to a Quick Reference Sheet for Conducting a Survey/Audit/Appraisal. Formal training on the use of the X:PRIMER application and the use of its Model Editor are available if desired. The Customer should check course offering dates on [www.grafp.com](http://www.grafp.com).

## 9. Copyright

GRafP and the Customer agree to respect the copyright of materials used in providing the Procured Item.

## 10. Early Termination

Notwithstanding Sections 3 and 4 above, GRafP Technologies reserves the right to terminate this Agreement without cause, upon such conditions as GRafP Technologies may require, on 10 days written notice to the Customer [i.e. Supervising Manager].

Failure to comply with any provisions of this Agreement shall be a breach of the Agreement and GRafP Technologies may, in its absolute discretion, terminate the Agreement immediately upon notice.

## 11. Order terms

This Agreement represents the complete terms of procurement by GRafP Technologies. Any other document issued by the Customer is solely for the convenience of the Customer and shall not affect the terms of this Agreement, which are solely contained herein.

## 12. Customer Satisfaction

Complete Customer satisfaction is GRafP Technologies' primary goal. This will be accomplished by providing the Customer(s) with the highest quality support during their trial period. GRafP strives for a 24-hour turn-around response time.

13. Representatives

For the purposes of this Agreement, the Customer's representatives shall be:

<b>Requester's Name</b>	
<b>Requester's Title</b>	
<b>Organization/Company Name</b>	
<b>Requester's Address</b>	
<b>Requester's Phone Number</b>	
<b>Requester's email</b>	
<b>Requester's Signature</b>	

<b>Supervising Manager's Name</b>	
<b>Supervising Manager's Title</b>	
<b>Organization/Company Name</b>	
<b>Supervising Manager's Address</b>	
<b>Supervising Manager's Phone Number</b>	
<b>Supervising Manager's email</b>	
<b>Supervising Manager's Signature</b>	

Date of Agreement \_\_\_\_\_