



Agreement between

GRC Database Information of Nieuwe Prinsengracht 80-hs, 1018 VV AMSTERDAM,  
The Netherlands

and

**[your company name and address]** (hereafter referred to as “the customer”)

GRC Database Information will provide to the customer the source code and tables of the program GRC Format. This code and data is provided as is, in Microsoft Visual Foxpro 6 format. GRC Database Information reserves the right to change the format in which the code and data is delivered at a future date dependent upon software developments.

GRC Database Information will provide periodic updates of the code and tables to the customer for the lifetime of this agreement.

The customer may re-code the source code provided in their preferred programming language, to work within their internal software. No knowledge from the source code or tables of GRC Format may be used by the customer for any other purpose.

The customer may distribute software resulting from this re-coding only within their own company and only within the country of establishment as shown in the customers address above.

Any software produced using the source code, tables or knowledge from GRC Format will include an “about” screen which explicitly acknowledges the copyright of the knowledge used to GRC Database Information. All documentation relating to the software must also contain this same copyright information.

The customer is explicitly forbidden from integrating the knowledge from GRC Format into any product which is to be distributed to any person or persons external to their own company.

Tables used within an application produced using the knowledge provided from GRC Format must always be encrypted and never be accessible to users of the software. The company undertakes to take all measures possible to prevent the theft of the knowledge contained within the source code and tables of GRC Format by people internal and external to their company.

The agreement is effective until terminated. The agreement will terminate automatically without notice from GRC Database Information if the customer fails to comply with any provision of this agreement. Either party may terminate this agreement, in writing. Upon

termination, the customer undertakes to cease using all products, software and tables deriving from the source code, tables and knowledge in GRC Format. The agreement is automatically terminated upon the bankruptcy or closure of either signatory to this agreement

Without explicit termination, this contract will be automatically renewed on an annual basis.

The customer agrees to pay the annual fee of USD 145 for the source code and tables provided by GRC Format.

The title, ownership rights, copyright, patents, trade marks and all other intellectual property rights in the software and related documentation are owned by GRC Database Information or its suppliers and are protected by national laws and international treaty provisions. The customer does not obtain any rights in the software other than those expressly granted in this agreement.

To the maximum extent permitted by applicable law, GRC Database Information shall not be liable for any indirect, special, tort, economic or consequential damages arising for the customers use, or inability to use, the source code, tables and knowledge from GRC Format, including without limitation loss of profit, goodwill or failure to realise anticipated benefits. In any event, GRC Database Information's entire liability relating to your use or possession of the source code and tables from GRC Format shall be the price paid by the customer for the this agreement.

If a court or other competent authority decides that any provision of this agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this agreement shall continue in full force and effect.

This agreement will be governed and construed in accordance with Dutch law and the parties to admit to the non-exclusive jurisdiction of the Dutch courts.

Signed:

For **[your company name]**

For GRC Database Information

City and country:

Amsterdam, The Netherlands

Date:

Date:

Name:

Graham Rhind

Signature:

Signature: