

BEHAVIOR DATA SYSTEMS, LTD. CLIENT OR USER AGREEMENT

Organization Name: _____

Contact Person: _____ Title: _____

Address: _____
Street Address City State Zip

Telephone: () _____ Fax: () _____

Email: _____ Website: _____

AGREEMENT TERMS

1. It is specifically acknowledged that all Behavior Data Systems, Ltd. (BDS) products, including test booklets, answer sheets, manuals, diskettes, and software programs are copyrighted and ALL RIGHTS ARE RESERVED.
2. BDS software programs contained on BDS diskettes (CD's and DVD's) are copyrighted and must not be copied or loaded on any hard drive or server.
3. BDS diskettes, CD's and USB's shall remain the property of BDS and shall be returned to BDS when completed, expired, damaged, or recalled. Test data is added to each tests database for research.
4. All BDS test booklets, answer sheets (which can be copied on-site for testing purposes only), manuals, generated reports, and software programs are copyrighted and must not be removed from the user's office. Moreover, copies of these copyrighted materials must not be made and removed from the test user's office.
5. Damaged diskettes or malfunctioning diskette shall be replaced within a 30 day warranty period and unused test applications shall be credited to client account. Unused test credits are available, when damaged or expired diskettes are returned by the 14th month of the diskettes use. No other warranties are expressed or implied.
6. The **test unit fee of \$9.95** (U.S. currency) per test application applies throughout the duration of this Agreement or contract. Payment shall be made directly to Behavior Data Systems, Ltd. within 30 days of receipt of ordered materials, unless other arrangements have been made in writing and signed by BDS management.
7. All BDS tests are to be used in conjunction with a client interview and/or other tests. No decision or diagnosis is to be made solely on the basis of BDS test results.
8. This BDS Agreement is non-transferable and cannot be sub-licensed or transferred to any third party.
9. In no event will BDS, its owners or officers be liable for direct, indirect, or special, incidental, punitive, exemplary or consequential damages arising out of the BDS test user's use or failure to use BDS products, beyond replacement of defective, damaged, or recalled diskettes.

My signature certifies my understanding, agreement, and compliance with the terms and conditions of this Agreement. By signing this Agreement, I acknowledge that I have read and understand the provisions contained herein, and that I agree to be bound thereby.

BDS diskettes (or partially used diskettes) are to be returned when completed, expired, damaged or recalled. This is to insure copyright security.

Licensee's Signature

Date