



WEBSITE LICENSE

Psychometrics Canada Ltd.

This CareerID™ Website License ("License") is made between Psychometrics Canada Ltd.. ("Licensor" or "PSYCHOMETRICS") and any person (collectively "you", "your", "Licensee" or "I") who completes the registration process and uses the CareerID™ Website ("Website"). This license describes the terms upon which the CareerID™ Website is available for license and upon which Licensee may have Licensee's clients access the CareerID™ Website for the purpose of completing, over the Internet, one or more assessment instruments for subsequent scoring by Licensor.

Please read all of the terms in full. BY MARKING "I ACCEPT THE CAREERID™ WEBSITE LICENSE" OR ACCESSING OR USING ANY PART OF THE CAREERID™ WEBSITE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, SELECT "I DECLINE THE CAREERID™ WEBSITE LICENSE". IF YOU DECLINE THIS LICENSE, YOU MAY NOT ACCESS OR USE ANY PART OF THE CAREERID™ WEBSITE OR ITS PRODUCTS OR SERVICES.

1. GENERAL

The CareerID™ Website allows you to administer, score and report certain assessment instruments. The Website is licensed, not sold, to you, the Licensee, by PSYCHOMETRICS on the terms stated herein. You may use the Website only during term of this License and only according to the terms of this License. Psychometrics reserves all rights to the Website and to each of its component parts and their contents.

You agree that from time to time the Website may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which PSYCHOMETRICS may undertake from time to time; or (iii) causes beyond the control of PSYCHOMETRICS or which are not reasonably foreseeable by PSYCHOMETRICS.

2. GRANT OF LICENSE

In order to permit Licensee to administer, score and report on Licensee's administrations of the various instruments available on the Website, and for the purposes stated hereafter and those limited purposes only, PSYCHOMETRICS grants Licensee the non-exclusive right to (a) administer the instruments contained on the Website and use the resulting information to assist and/or counsel Licensee's clients who have taken the instrument(s); and/or (b) administer the instruments contained on the Website and use the resulting information to assist and/or counsel third persons who have taken the instrument(s). In the instance that the instrument(s) taken are B or C level instruments, Licensee may only use the resulting test scores or results where that assistance and/or counseling is broader and more comprehensive than simply providing or passing on the third person's instrument test scores or results. Licensee further agrees that Licensee will not, in any circumstances, use the Website to simply provide third persons with B or C level test administration, B or C level test scoring and/or test results where that provision of B or C level test results is not associated with Licensee's provision of counseling and/or other services which counseling and/or other services are more comprehensive than the simple communication of test results. Licensee agrees that, during the term of this License, it will not itself provide third parties with scoring services for any of the instruments available on the Website, and that it will not contract with persons other than PSYCHOMETRICS for the scoring of any of the instruments contained on the Website.

MBTI and Myers-Briggs Type Indicator are registered trademarks of the Myers-Briggs Type Indicator Trust in the United States and other countries.

3. FEES AND ADMINISTRATIONS

To make access to the Website available to Licensee's clients, Licensee agrees to pay fees, at the rates announced by PSYCHOMETRICS, for each administration or reporting conducted via the Website. The administration fees may vary depending upon the number and type of the particular reports and instruments you choose to administer. Additional administrations may be purchased from PSYCHOMETRICS from time to time at your discretion.

PSYCHOMETRICS reserves the right to change these administration and reporting fees from time to time, at PSYCHOMETRICS's sole discretion, as announced on the Website, in PSYCHOMETRICS's catalog and/or price lists, or as otherwise communicated to Licensee.

Licensee understands that, in addition to these administration fees, PSYCHOMETRICS may charge fees at the inception of and upon renewal of this CareerID™ license. Such initial license and license renewal fees shall be in such amounts as announced by PSYCHOMETRICS from time to time, at PSYCHOMETRICS's sole discretion, unless otherwise agreed to between PSYCHOMETRICS and Licensee. The initial license fee shall be billed by PSYCHOMETRICS and payable by Licensee when Licensee's CareerID™ account is first set up.

4. PROFESSIONAL STANDARDS

Your use of the Website for administration, scoring and interpretation of the instruments contained on the Website must be in accordance with the Ethical Standards of Psychologists established by the Canadian Psychological Association, the American Psychological Association, and the Standards for Educational and Psychological Testing, published by the American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education (including in particular, Standard 5.10 thereof), all as amended and/or republished from time to time. Said Standard 5.10 provides: "When test score information is released to students, parents, legal representatives, teachers, clients, or the media, those responsible for testing programs should provide appropriate interpretations. The interpretations should describe in simple language what the test covers, what scores mean, the precision of the scores, common misinterpretations of test scores, and how scores will be used."

5. COPYRIGHT OWNERSHIP AND OTHER RESTRICTIONS

PSYCHOMETRICS owns, distributes, or is licensee of the entire Website, its components, each of the instruments contained thereon, and all copyrights and other rights thereto. PSYCHOMETRICS retains such title to and ownership of the Website and all of its contents in its entirety.

YOU MAY NOT YOURSELF, NOR MAY YOU ASSIST OR AUTHORIZE OTHERS TO REVERSE ENGINEER, COMPILE, DISASSEMBLE, OR OTHERWISE REDUCE THE WEBSITE OR ANY OF ITS CONTENTS TO HUMAN PERCEIVABLE FORM; MODIFY, ADAPT, RENT, LEASE, TRANSFER, SUBLICENSE, ASSIGN, LOAN, OR SELL THE WEBSITE OR ANY OF ITS COMPONENTS; OR CREATE DERIVATIVE WORKS BASED ON ANY PART OF THE SYSTEM, INCLUDING WITHOUT LIMITATION THE WEBSITE OR ANY OF THE INSTRUMENTS IT CONTAINS OR ANY PART THEREOF.

6. TRADEMARK GUIDELINES

PSYCHOMETRICS owns and/or licenses several registered and unregistered trademarks. You agree that you will at all times follow the Trademark Guidelines established by PSYCHOMETRICS and available on the Website.

7. LIMITED USE OF DATA

You agree not to use the data ("Data") obtained from your use of the Website other than for the following purposes: (1) for evaluating and counseling the individuals or clients for whom you administer the instruments embedded in the Website; and (2) for academic research and the development of norms specific to your clients.

With respect to MBTI® instrument results, you further specifically agree that you will in no circumstance simply communicate such results without accompanying that communication with appropriate, personal, professional interpretation of such results. Such appropriate interpretation may be conducted in a number of professionally accepted manners: (a) traditional, professional, face-to-face administration and interpretation; (b) on-line administration with professional, face-to-face interpretation; (c) on-line administration followed by professional interpretation via written report AND phone and/or email discussion; (d) on-line administration with professional interpretation via individual or group video conferencing.

You specifically agree that you will not (and will not permit anyone else to) (1) use the Data to analyze the norms, weights, measures or other components or features of the scoring system available on the Website, (2) use the Data to construct a rival, derivative or competitive scoring system or testing instrument of any kind, and/or (3) use the Data in any way that has a tendency to otherwise diminish the value or market position of the Website, the scoring system available on the Website, or any of the instruments available on the Website.

You acknowledge that said norms, weights, measures and other components of the scoring system available on the Website belong to and are valuable trade secrets of PSYCHOMETRICS and/or its licensors. You agree that PSYCHOMETRICS may without obligation to you, collectively (without disclosing your clients' or any individual test taker's identity), evaluate and/or process the data for PSYCHOMETRICS's use in validating and improving the Website and the underlying instruments it scores, and/or for research, database enhancement, and PSYCHOMETRICS's and/or its licensors' other research, educational and/or commercial purposes.

Nothing in this license requires the Licensee to make any disclosure of information in any form that would be in violation of The Federal Family Education Rights and Privacy Act, or in violation of any other applicable law.

8. LIMITED WARRANTY AND LIMITATION OF LIABILITY

PSYCHOMETRICS warrants that it will make reasonable efforts to assure that the CareerID™ Website remains online and functioning normally. PSYCHOMETRICS does not, however, warrant that its Website will be either uninterrupted or error free.

EXCEPT AS PROVIDED ABOVE, PSYCHOMETRICS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE OR ITS OPERATION, EXPRESS OR IMPLIED, AND INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LICENSEE UNDERSTANDS AND AGREES THAT PSYCHOMETRICS'S LIABILITY TO LICENSEE, REGARDLESS OF LEGAL THEORY, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE RETURN OF THE AMOUNT OF FEES LICENSEE HAS PAID TO PSYCHOMETRICS FOR USE OF THE WEBSITE DURING THE PRECEDING TWELVE MONTHS. UNDER NO CIRCUMSTANCES SHALL PSYCHOMETRICS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY LICENSEE, BY LICENSEE'S CLIENTS, OR BY ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO LOSS OF INFORMATION, PROFITS, BUSINESS OPPORTUNITIES OR GOODWILL, EVEN IF PSYCHOMETRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. CHANGES AND UPGRADES

PSYCHOMETRICS retains the right, but is not obligated, to update and change the Website without notice, during term of this license.

10. TERMINATION

This license shall terminate immediately following written notice from PSYCHOMETRICS, if (a) you fail to pay the fees associated with this agreement and/or use of the Website, or (b) you breach or do not comply with any provision of this License. You may terminate this License at any time, upon written notice to PSYCHOMETRICS. In addition, PSYCHOMETRICS reserves the right to terminate this License, without cause and in PSYCHOMETRICS's sole and absolute discretion, upon 90 days written notice.

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.

11. SIGNATURE INFORMATION AND LICENSEE'S ACCEPTANCE OF THE TERMS OF THIS WEBSITE LICENSE

By filling out the "Name of Licensee" on the attached form, you represent that you are authorized to and do accept all of the terms of this Agreement on the Licensee's behalf.

If the Licensee accepts the terms of this License, please mark "I ACCEPT THE CAREERID™ WEBSITE LICENSE." on the attached form.



CareerID™ WEBSITE LICENSE

Psychometrics Canada Ltd. ("Psychometrics") will provide you with a scoring service using its CareerID™ website, provided you agree to the following terms and conditions:

You agree not to use the data ("Data") obtained from your use of the CareerID™ website ("Website") or the Reports provided to you by Psychometrics other than for the following purposes: (1) for evaluating and counseling the individuals or clients for whom you administer the instruments embedded in the CareerID™ Website; and (2) for academic research and the development of norms specific to your clients.

With respect to MBTI® instrument results, you further specifically agree that you will in no circumstance simply communicate such results without accompanying that communication with appropriate, personal, professional interpretation of such results. Such appropriate interpretation may be conducted in a number of professionally accepted manners: (a) traditional, professional, face-to-face administration and interpretation; (b) on-line administration with professional, face-to-face interpretation; (c) on-line administration followed by professional interpretation via written report AND phone and/or email discussion; (d) on-line administration with professional interpretation via individual or group video conferencing.

You specifically agree that you will not (and will not permit anyone else to) (1) use the Data to analyze the norms, weights, measures or other components or features of the scoring system available on the Website, (2) use the Data to construct a rival, derivative or competitive scoring system or testing instrument of any kind, and/or (3) use the Data in any way that has a tendency to otherwise diminish the value or market position of the Website, the scoring system available on the Website, or any of the instruments available on the Website.

I have read the CareerID™ Website License hereto attached. I indicate my agreement to this license by ticking the box beside "I accept the CareerID™ website License".

"I DECLINE THE CAREERID™ WEBSITE LICENSE"

"I ACCEPT THE CAREERID™ WEBSITE LICENSE"

Customer Number _____

Name _____

Organization _____

Address _____

City _____ Postal Code / Zip _____

Signature of Authorized Person

Dated

Please complete, sign, and fax this page to (780) 469-2283

CareerID SET-UP FORM



Date _____
 New Customer Customer Number _____

CONTACT INFORMATION

Name _____ Organization _____
 Address _____ City _____ Province _____
 Postal Code _____ Country _____
 () () _____
 Phone _____ Fax _____ Email _____

WEBSITE SPECIFICATIONS

- 1 Preferred URL for the site: _____ .careerid.com
 (the domain name is always careerid.com) Simple is better, unless, it is already taken by another customer!
- 2 All participants login with their own, unique userid and password. Do you prefer to have the administrator (you) create these or the user themselves? Administrator Users
- 3 Do you want to be notified by email each time an assessment has been completed? Yes No
- 4 Do you have a preference for your own administrator userid ?

userid _____

PRICING

	QUANTITY	PRICE	TOTAL
WEBSITE SET-UP	1	X \$99.00 ea.	
ADDITIONAL REPORTING CREDITS			
Reporting Credits 1-499 or		X \$1.00 ea.	
500-999 or		X \$0.95 ea.	
1000-1999 or		X \$0.90 ea.	
2000+		X \$0.85 ea.	
		TOTAL	
		GST OR HST (5% or 13% of Total)	
REFERENCE CODE: _____		AMOUNT DUE	

METHOD OF PAYMENT

Cheque/Money Order (payable to Psychometrics Canada) Purchase Order: _____
 VISA MasterCard AMEX Card Number _____

 Cardholder Name _____ Expiry Date _____

 Authorizing Signature _____ Date _____

Fax this completed CareerID Set-up Form with your CareerID Website License to:
1.780.469.2283

ASSESSMENTS

Choose which assessments you need access to on your website. All assessments marked with a are available to qualified Canadians only.

ENGLISH ASSESSMENTS

- Career Interest Profiler
- Career Values Scale
- Stress Profile
- Thomas-Kilmann Conflict Mode Instrument
- Work Personality Index
- Exam Preparation Inventory

- Myers-Briggs Type Indicator®
FIRO-B® / FIRO Business™
- Strong Interest Inventory®
- CPI 260™
- CPI™ 434

Employee Selection Assessments

Consultation required

- ACER Mechanical Reasoning Test
- ACER Select Series
- Customer Service AP
- Employee Reliability Inventory
- Sales AP
- Work Personality Index (Select/Job Match)

FRENCH ASSESSMENTS

- L'échelle de valeurs de carrière
- L'indice de personnalité de travail
- L'inventaire des intérêts de carrière
- Méthode Thomas-Kilmann en situation de conflit

- MBTI^{MD}
FIRO-B^{MD}
- L'inventaire des intérêts professionnels Strong
- CPI 260^{MC}
- CPI 434^{MC}

MBTI, Myers-Briggs, and Myers-Briggs Type Indicator are registered trademarks of the MBTI Trust, Inc., in the United States and other countries. Strong Interest Inventory and FIRO-B are registered trademarks and CPI 260, CPI California Psychological Inventory are trademarks of CPP, Inc.

7125 - 77 Avenue
 Edmonton AB T6B 0B5 Canada
 800.661.5158
 Telephone 780.469.2268
 Fax 780.469.2283

WWW.CareerID.COM