



**THE CAREER DIRECTION FINDER 2009**

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**CUSTOMER INFORMATION**

Name		Organisation	
Postal Address		<b>Contact details</b> Telephone: Facsimile: Mobile:	
Email address			

**DEFINITIONS**

"The system" shall refer to the Career Direction Finder 2009 and all its associated test material, manuals and modules as supplied on the system media.

"The supplier" and "copyright holder" shall refer to Adfen International CC (Software Division), PO Box 36277, GLOSDERRY, 7702.

**CONDITIONS**

The System is supplied under license to a user or group of users on the strict proviso that:

- It will be used exclusively for the purpose that it is intended being the evaluation of individuals in the process of career counselling and the selection of either an ideal course of further study or in seeking employment.
- The results are treated as confidential and shared with respondents in such a way that the system, its developers and its marketing agents are not in any way brought into disrepute as the direct or indirect result of misuse of the system, the questionnaires or the reports that it generates.
- The system is not distributed to any person or persons in whole or in part without the express written permission of the copyright holders.
- Printed questionnaires and answer sheets be obtained from the distributor unless express permission has been granted for the duplication of these by any third party to this agreement. Furthermore, that these questionnaires shall be treated as highly confidential and reasonable effort be applied to prevent them from falling into the possession of any person or persons not fully authorized to have them in his or her possession in terms of this agreement.
- The system be installed on a computer system that is not used by persons not duly authorized to work with the system or have access to its contents.

The supplier reserves the right to refuse relicensing of the system should these terms be violated and the user binds him or herself to these terms.

**LICENSING**

The software and questionnaires involved in the system remain the possession of the supplier and copyright holder and are supplied to the user in terms of this agreement on lease and while the annual license is in effect, the user shall pay to the supplier a prescribed annual fee which shall be allowed to increase in keeping with the greater of the South African consumer price index or ten percent (10%).

It is the responsibility of the user to ensure that this license fee is paid to the supplier in adequate time and to facilitate this, the system will warn the user of the impending termination of the license in the month preceding its termination. The supplier will make reasonable effort to ensure that an invoice for the licensing fee is sent to the user at least a month in advance of the licensing termination.

**UPGRADES**

All upgrades and enhancements made to the system shall be made available to licensed users without further costs while the license agreement is in effect. Notification of said upgrades will be sent to licensed users by electronic mail at the time of their publication and may be retrieved from the internet at will.

**TERMINATION**

The user retains the right to terminate the license agreement with the supplier whenever this is desired on the proviso that the supplier is notified in writing at least a month before the termination of the annual license failing which the annual license shall still be considered due and the license terminated on its next anniversary.

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Signed this ..... day of ....., 20..... at .....

