

ASQ FAMILY ACCESS END USER LICENSE AGREEMENT

IMPORTANT—PLEASE READ CAREFULLY. YOUR USE OF THE **ASQ Family Access** WEB SITE, www.asqonline.com ("SITE"), AND **ASQ Online** SERVICES AND ASSOCIATED SOFTWARE ("SERVICES") IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS OF THIS ASQ FAMILY ACCESS END USER LICENSE AGREEMENT AND ITS RELATED TERMS OF USE AND PRIVACY POLICY.

ASQ Online is the web-based management system for the **Ages & Stages Questionnaires®** product suite, including but not limited to the **Ages & Stages Questionnaires®, Third Edition (ASQ-3™): A Parent-Completed Child Monitoring System** and **Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE): A Parent-Completed, Child-Monitoring System**. ASQ Online includes but is not limited to ASQ Pro, ASQ Enterprise, ASQ Family Access, ASQ Hub, and ASQ API. This ASQ Family Access End User License Agreement ("Agreement") is a legal agreement between You and Paul H. Brookes Publishing Co., Inc. ("Brookes Publishing Co."), a Maryland corporation using the mailing address P.O. Box 10624, Baltimore, Maryland 21285. "You" refers to any individual or entity who gains access through an Authorized User to use the Site and Services. By clicking the "Submit" button or by entering an ASQ Family Access domain, You agree to be bound by the terms of this Agreement and its related **Terms of Use** and **Privacy Policy**. If You do not agree to the terms of this Agreement, You are not authorized to use ASQ Family Access or any of its components.

ASQ Online is a web-based screening, monitoring, and reporting system designed to record ASQ screening results and track, report on, and otherwise monitor the developmental progress of children between the ages of 1 month and 5 ½ years. ASQ Family Access is a web-based demographics and screening-results collection mechanism that collects data You provide on the ASQ Family Access Site and makes that information available to an ASQ Online Account Holder and any of that Account's Authorized Users. ASQ Family Access is an interactive, evolving system, and enhancements to the existing functionality as well as new features may be added at any time. This Agreement covers the current and all future iterations of ASQ Family Access. ASQ Online and ASQ Family Access are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. ASQ Online is licensed, not sold. For purposes of this Agreement:

- (a) "Site" means the ASQ Family Access portions of ASQ Online that can be accessed by ASQ Family Access Authorized Users who have entered an ASQ Family Access domain by invitation ("Invitation") of an Authorized User.
- (b) "Services" means all features of the Site including but not limited to those services that assist in the screening, monitoring, facilitating, or reporting on developmental progress of children.
- (c) "Content" means the text, pictures, sound, graphics, logos, marks, symbols, software, and tools used in conjunction with, or otherwise made available through, the Site by Brookes Publishing Co.
- (d) "Child Profile" means any user-supplied or user-generated data associated with a single infant/child/student/patient including but not limited to demographic and family information, screening results, narrative and/or picture examples, and notes.
- (e) "Screen" or "Screening" means any user-supplied or user-generated data associated with a single infant/child/student/patient including but not limited to responses to the items of an ASQ-3 or ASQ:SE questionnaire, overall concerns, and additional information gathered while using an ASQ-3 or ASQ:SE interval.
- (f) "Child Data" means user-supplied or user-generated data that have been entered into the Site in the form of Child Profile(s), and Screen(s), as well as reports, notes, documents, events, and related communications associated with the Child Profile(s) and Screen(s) in ASQ Online.
- (g) "Caregiver Data" means user-supplied or user-generated data that have been entered into the Site in the form of Child Profile(s), Screen(s), notes(s), and any additional information associated with Child Profile(s) and Screen(s) that has been entered.
- (h) "Account" means the specific relationship with Brookes Publishing Co. established to provide for Your access to the Site and Services via the Authorized User who created an ASQ Family Access domain You may enter.
- (i) "Hub" means a specific relationship with Brookes Publishing Co. established to allow an administrative entity to be electronically linked to certain ASQ Enterprise and/or ASQ Pro Accounts.
- (j) "System Administrator" means the ASQ Online System Administrator. The System Administrator serves as the primary contact at Brookes Publishing Co. for an Account Administrator. System Administrator is a role reserved solely for Brookes Publishing Co.
- (k) "Account Holder" means the party purchasing a subscription (or acquiring rights to a free trial) that provides access to the Site and Services for You.
- (l) "Hub Holder" means the party purchasing a subscription that provides access to the Site and Services for a Hub (see definition **i** above).
- (m) "Authorized User" means any individual person, such as but not limited to an early interventionist(s), home visitor(s), social worker(s), teacher(s), administrator(s), physician(s), nurse(s), specialist(s), child care provider(s), and/or other interested party(ies), who has been granted access rights and permissions through an Account to use the Site and Services. Any individual who is granted access by Invitation (see definition **t**) to ASQ Family Access to complete a questionnaire as a parent, relative, or primary caregiver to a child shall be referred to as an ASQ Family Access Authorized User (see definition **r** below).

(n) "Account Administrator" means the Authorized User who is the account administrator and manager for the Account that provides access to the Site and Services for You.

(o) "Program Administrator" means an Authorized User who, for an ASQ Enterprise Account, is the administrative manager in an Account. A Program Administrator may create and interact with Child and Caregiver Data as well as other data in the Account.

(p) "Hub Administrator" means an Authorized User who has been granted access rights and permission by the System Administrator to view certain data in one or more existing Accounts that are linked by the System Administrator through an ASQ Hub.

(q) "Provider" means an Authorized User (other than an ASQ Family Access Authorized User, see definition **r**) who many create and interact with data in an Account, including but not limited to the Child and Caregiver Data in Child Profile(s) and associated Screen(s), that a Program Administrator or fellow Program Provider grants him or her ability to access.

(r) "ASQ Family Access Authorized User" means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who has received an Invitation (see definition **t**) from an Authorized User, such as a Program Administrator or Provider, and has received access to an ASQ Family Access domain.

(s) "Caregiver" means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who completes an interval of ASQ or ASQ:SE, whether on paper, with a Provider, or via ASQ Family Access; a Caregiver may have information recorded about him or her in the Child Profile of the child with whom he or she is associated.

(t) "Invitation" means the mechanism by which You gained access to an ASQ Family Access domain from an Authorized User. This mechanism may take the form of a URL or a link to an ASQ Family Access URL via print, email, or the Internet. You may have received this Invitation directly (e.g., e-mail or letter) or indirectly (e.g., published in a newspaper, received second-hand) from an Authorized User.

(u) "Reports and Forms" mean screenings, communications, and reports, generated from the Child Data and Caregiver Data for one or more children and their Caregivers.

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1.a. Terms of Use. The Terms of Use, posted on the registration page of ASQ Family Access, which is not protected by username and password, are a part of this Agreement. The Terms of Use explain how the Site may be legally used. You are responsible for knowing and complying with the content of the Terms of Use.

1.b. Privacy Policy. The Privacy Policy, posted on the registration page of Family Access, which is not protected by username and password, is a part of this Agreement. The Privacy Policy explains how Brookes Publishing Co. collects, protects, uses, and reports any personal information gathered at the Site. You are responsible for knowing the content of the Privacy Policy.

2. User Access. By accepting an Invitation to use the Site, You are accepting the usage rights in the ASQ Family Access Authorized User role. By accepting an Invitation, ASQ Family Access Authorized Users may access the Site, Services, and Content as allowed in their role.

2.a. Rights Management. Authorized Users assign access rights and permissions for each ASQ Family Access Authorized User via a direct or indirect Invitation. It is understood that Caregivers perform the role of ASQ Family Access Authorized User. Although ASQ Family Access Authorized Users do not assign access rights and permissions to any other users, ASQ Family Access Authorized Users may aid in the delivery of an indirect Invitation.

3. Term of Agreement.

3.a. Use. The term of this Agreement begins as soon as You accept an Invitation either directly or indirectly from an Authorized User and continues until You navigate away from an ASQ Family Access domain and/or close Your web browser. Your access to a specific ASQ Family Access domain(s) ends when the subscription of the Account Administrator(s) and/or Account Provider(s) who created the domain(s) are cancelled or terminated or when Your relationship with that Account ends.

3.b. Termination. Brookes Publishing Co. reserves the right to terminate this Agreement at any time if You breach the terms of this Agreement. In such case, access to the Site and Services will be discontinued until such time as the breaches of terms are resolved to the satisfaction of Brookes Publishing Co. The following provisions of this Agreement will survive the expiration or termination of this Agreement: Protection from Unauthorized Use or Access, Limitation of Warranties, and Limitation of Liability.

4. Restrictions of Use. Use of the Site, Content, and Services is restricted as described herein and in the accompanying **Terms of Use**:

4.a. By entering the information You provide within ASQ Family Access, including but not limited to demographic information about You and/or the child for whom You are entering the screening results and the screening results themselves, You grant access, control, and storage of data You input to the Account Holder and Account Administrator(s) and grant use of the data to any Authorized Users with the Account.

4.b. By entering Your contact information into ASQ Family Access, You are granting permission to the Account Holder and any Authorized Users within the Account to use this information to contact You.

4.c. You may use the Site solely to support Your own child-related activities and for the benefit of personnel who are employed by the Account Holder of the Account from which Your Invitation was granted and/or other infants/children/students/patients and their families served by the Account Holder of the Account from which Your Invitation was granted. You may not utilize the Services on behalf of any third party.

4.d. When permitted by Site functionality, You may print the Content for Your non-commercial use for personal purposes only, provided that You keep intact all copyright and other proprietary notices.

4.e. The Site is owned by Brookes Publishing Co. and remains the exclusive property of Brookes Publishing Co. For more information on ownership, please refer to the "Intellectual Property" section of the **Terms of Use**.

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- (a) modify, adapt, de-compile, reverse assemble, reverse engineer, disable, deface, or adversely affect any part of the Site or Services;
- (b) remove any proprietary, copyright, or other intellectual property notices from the Site or from any materials generated from the Site; or
- (c) provide or permit use or access to the Site or Services in violation of any United States export control regulations or applicable federal laws, including but not limited to, the Children's Online Privacy Protection Act ("COPPA").

You must immediately report any suspected unauthorized use or disclosure to an Authorized User associated with the Account through which You received Your Invitation or by contacting Brookes Publishing Co. at implementation@brookespublishing.com.

6. System Availability. Brookes Publishing Co. uses reasonable measures (a) to provide access to the Site and Services at all times, other than during scheduled maintenance periods, (b) to back up user data, including Child Profiles, Account data, Authorized User data, and ASQ Family Access Authorized User-entered data on a regular basis, and (c) to secure user data from unauthorized access. Due to the nature of computer software and the Internet, it is impossible to ensure that the Services will operate with no unscheduled interruptions, and You agree that from time to time the Site and Services may be inaccessible or inoperable due to system errors or causes beyond the control of Brookes Publishing Co. or which are not reasonably foreseeable by Brookes Publishing Co., including but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Brookes Publishing Co. shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Site or Services caused by Downtime, whether scheduled or not. For more information on scheduled Downtime, please refer to the **Terms of Use**.

7. HIPAA. For any Account Holder who is required to be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and/or the Health Information Technology for Economic and Clinical Health (HITECH) Act, Brookes Publishing Co. is prepared to enter into a Business Associate agreement with that Account. For more information about this, please see the **Privacy Policy**.

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Brookes Publishing Co. does represent that the test design and psychometric foundation of the content at the Site come from the *Ages & Stages Questionnaires®*, *Third Edition (ASQ-3™): A Parent-Completed Child Monitoring System* and the *Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE): A Parent-Completed, Child-Monitoring System*.

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ACKNOWLEDGMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Print a copy of this Agreement for Your future reference.