

ECE Provider Agreement

Childcare Providers Specialized Referral Pathway and Child Development Support

This **AGREEMENT** is between **WithinReach** and **[ECE Provider]** (ECE Provider) and shall become effective on the date of the last signature of the Parties until June 30, 2026. However, if one party wishes to terminate this Agreement prior to the end date, they may do so by giving written notice.

1. BACKGROUND:

WithinReach, the Washington State Affiliate of the National Help Me Grow System, has contracted with the Washington State Department of Children, Youth, and Families' (DCYF) to scale a specialized pathway designed for early care and education (ECE) providers serving marginalized infants and toddlers to offer families a tailored bundle of wraparound supports, including a tiered support approach for developmental screening.

2. PURPOSE OF THIS AGREEMENT:

This agreement establishes the terms and expectations for your Early Childhood Education (ECE) program's participation in the initiative led by Help Me Grow WA, as represented by WithinReach. The purpose is to support developmental screening and related services for children, including access to the ASQ Online Platform for conducting and managing screenings, participation in relevant child development trainings, and opportunities to engage with Help Me Grow WA staff for assistance and guidance.

3. EXPECTATIONS OF ECE PROVIDER:

- Provide a name, email, and phone number of the main point of contact and update that information with Help Me Grow WA when it changes.
- Respond to communications from Help Me Grow WA in a timely manner.
- Agree to follow the Help Me Grow WA branding use guidelines for any materials created that use Help Me Grow WA assets.
- Agree to remain active in this program. Staying active includes the following:
 - Taking all required trainings.
 - Performing at least 1 screening per year for all eligible children
- Accounts in ASQ Online will remain available unless the program requirements outlined above are not met or Help Me Grow WA is informed by the ECE that they no longer wish to participate.
- Only perform screenings for children being provided care in your center.
- ECE will follow up with all families to provide screening results and referrals as needed. This can be provided by your staff, or through a referral to Help Me Grow WA in their home language.
- Proper communication and consent from caregivers about screenings being done is the sole responsibility of the ECE.
- Consent should be attained by the caregiver before making a referral to Help Me Grow WA on behalf of a caregiver for a specific screening.
- A personalized link for taking the ASQ screening will be created for your ECE. In addition to ASQ-specific questions, consent language will be added to inform the caregiver filling out the screening what they are agreeing to by submitting a screening. This language should not be changed. If any additional language is needed specific to your center, please contact Help Me Grow WA.

4. EXPECTATIONS OF WITHINREACH:

- Provide free access to the ASQ Online Platform.
- Notify ECE if any circumstances require ending the ECE's access to the ASQ Online Platform, such as changes in funding or capacity, with at least 2 weeks' notice to allow downloading of screening data.
- Provide tailored training for developmental screenings and the ASQ Online Platform.
- Provide technical assistance with the ASQ Online Platform.
- Support and guidance on how to interpret and discuss screening results.
- Provide ability to connect a caregiver to a Help Me Grow WA ASQ specialist to support results follow-up and/or connection to services.
- Provide access to information on resources and other materials supporting childhood development.

5. DATA TRANSFER/USAGE

As administrators of the ASQ Online Account, HMG has access to all data held within the platform. Except to support an ECE with troubleshooting or questions, data related to any caregivers/children/screenings done by a particular ECE will be limited to the following data detailed in the below sections.

Data Transfer During Referral:

When an ECE makes a referral to HMG for a particular screening, the following information will be transferred to HMG's CRM to support connection with the caregiver:

- Caregiver Name
- Caregiver Address
- Caregiver Phone Number
- Caregiver Primary Language
- Caregiver Email
- Share Results with Other's Email field
- Caregiver Relationship to Child
- Caregiver and Child's ASQ Online ID
- Child's Name
- Child's Date of Birth
- Child's Gender Identity
- Screening Scores
- Answers to Long Form questions on Screening

The above information will be stored in HMG's CRM and persist even if a child leaves your center.

Other Data Usage:

HMG may use and analyze de-identified summary level data for purposes of quality improvement and reporting to our state funders. This data includes, but is not limited to:

- Count of Screenings Completed
- Screening County
- Aggregated scores on developmental areas, including number of screenings where delays are present
- Aggregate demographic data related to race/ethnicity, languages spoken, income level, age
- Count of referrals made to HMG
- Count of ECE providers joining program monthly

6. OTHER PROVISIONS

Agreement Duration/Termination Provision. This Agreement may be terminated by either party without cause, in whole or in part, by providing the other party written notice of termination.

ASQ® Online End User License Agreement. ECE Provider acknowledges that they have read and understand the End User License Agreement (Exhibit A). By signing this Agreement, ECE Provider agrees to be bound by its terms and conditions.

Liability Provisions. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Confidentiality. Each party agrees that during the term of this Agreement and at all times thereafter, it (a) will hold all confidential information received in the performance of services hereunder in strict trust and confidence; (b) will not use or permit others to use confidential information in any manner or for any purpose not expressly permitted or required by this Agreement; and (c) will not disclose or permit others to disclose confidential information to any third party without obtaining the other party's express prior written consent. Each party will protect the confidential information of the other party from unauthorized use, access, or disclosure in the same manner as they would protect their own confidential information of a similar nature and with no less than the greater of reasonable care and industry-standard care.

Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

Governing Law and Venue. This Agreement will be governed by the laws of the State of Washington, without regard to its conflict of laws provisions. Each party hereby consents to venue in the Superior Court of King County in Seattle, Washington.

Warranty. All parties represent and warrant that all services provided hereunder shall be performed in a timely, professional, and workperson-like manner by appropriately trained and qualified individuals and consistent with applicable industry standards.

7. Exhibits. Exhibit A - End User License Agreement is incorporated by reference.

SIGNATURES.

This Agreement is signed by the parties below who warrant that they have read and understand this Agreement. The persons below further represent that they have the authority to sign this Agreement.

WithinReach

[ECE Provider]

Sharon Silver
Chief Executive Officer
Date:

[Authorized Signer]
[Signer's Title]
Date:

EXHIBIT A

END USER LICENSE AGREEMENT

IMPORTANT—PLEASE READ CAREFULLY. YOUR USE OF THE **ASQ® Online** 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 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, Second Edition (ASQ®:SE-2): A Parent-Completed Child Monitoring System*. ASQ Online includes but is not limited to ASQ Pro, ASQ Enterprise, ASQ Family Access, and ASQ Hub. This ASQ Online 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 has bought a subscription for or has or gains access to use the Site and Services. (An entity, by way of example but not exclusively, could be a school, school district, child care center, Early Head Start or Head Start program, educational system, Child Find office, child welfare office, or pediatric or therapeutic clinic or other health care practice.) By selecting the "I AGREE" button or by using the ASQ Online web-based management system, 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 Online or any of its components; please select the "I DO NOT AGREE" button.

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 6 years. ASQ Online 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 the system. ASQ Online is 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 portions of ASQ Online that can be accessed by use of a username and password and/or that are available to ASQ Family Access Authorized Users by invitation ("Invitation") from an ASQ 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, reports, event entries, 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-2 questionnaire, overall concerns, and additional information gathered while using an ASQ-3 or ASQ:SE-2 interval.
- (f)** "Child Data" means user-supplied or user-generated data in 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 the Site.
- (g)** "Caregiver Data" means user-supplied or user-generated data in Child Profile(s) as well as notes, documents, events, and related communications associated with the Child Profile(s) and Screen(s) in an Account.
- (h)** "De-identified Data" means user-supplied or user-generated data in Child Profile(s) and Screen(s), as well as reports that have been stripped of personally identifying information.
- (i)** "Account" means the specific relationship with Brookes Publishing Co. established to provide for Your access to the Site and Services within an ASQ Pro Account or ASQ Enterprise Account.
- (j)** "Hub" means the specific relationship with Brookes Publishing Co. established to provide for Your access to the Site and Services within an ASQ Hub as defined in an ASQ Hub License Agreement. Associated ASQ Hub Linking Agreements allow an administrative entity to be electronically linked by Brookes Publishing Co. to certain ASQ Enterprise and/or ASQ Pro Accounts.
- (k)** "System Administrator" means the ASQ Online system administrator. The System Administrator serves as the primary contact for the Account Administrator. System Administrator is a role reserved solely for Brookes Publishing Co.
- (l)** "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 in an ASQ Pro or ASQ Enterprise Account. An Account Holder conveys usage rights for the defined ASQ Online user roles (see definitions **m** through **t** below). All Accounts shall have one (1) Account Holder.
- (m)** "Hub Holder" means the party purchasing a subscription that provides access to the Site and Services for a Hub (see definition **j** above).
- (n)** "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 to use the Site and Services. An Authorized User may be an Account Administrator, Program Administrator, Hub Administrator, Provider, Reviewer, or Caregiver; in some circumstances an Authorized User may have usage rights for more than

one (1) of these roles. Any individual who is granted access by Invitation (see definition **v**) 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 **t** below).

(o) "Account Administrator" means the Authorized User who is the account administrator and manager for Your Account. In an ASQ Enterprise Account (see section **3.b**), this role is called "Account Administrator." In an ASQ Pro Account (see section **3.a**), this role is called "Program Administrator." Whether Account Administrator or Program Administrator, this role serves as Your primary contact with Brookes Publishing Co. Each ASQ Pro Account shall have one (1) Program Administrator; each ASQ Enterprise Account shall have at least one (1) Account Administrator.

(p) "Program Administrator" means an Authorized User who, for an ASQ Enterprise Account, is the administrator and manager in Your Account at Your physical location. In an ASQ Enterprise Account, there will be at least one (1) Program Administrator at each physical location associated with Your Account. A Program Administrator may create and interact with Child and Caregiver Data as well as other data in the Account associated with his or her physical location.

(q) "Hub Administrator" means an Authorized User who has been granted access rights and permissions by the System Administrator, contingent upon the express written permission of the Account Administrator(s) for ASQ Enterprise Account(s) and/or the Program Administrator(s) for ASQ Pro Account(s), to view certain data in one or more existing Accounts that are linked by the System Administrator through an ASQ Hub (see section **3.d** below).

(r) "Provider" means an Authorized User (other than an ASQ Family Access Authorized User, see definition **t**) who may 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.

(s) "Reviewer" means an Authorized User (other than an ASQ Family Access Authorized User, see definition **t**) who has read-only access to and may not create or change data in Child Profile(s) and associated Screen(s) within an Account, but may create notes and documents associated with his or her own profile and may also create certain reports within an Account.

(t) "ASQ Family Access Authorized User" means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who has been Invited (see definition **v**) by a Program Administrator and/or Provider and has received access to ASQ Family Access.

(u) "Caregiver" means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who completes an interval of ASQ-3 or ASQ:SE-2, 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.

(v) "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 newspaper, received second-hand) from an Authorized User.

(w) "Keycode" means a unique 16-digit alpha-numeric code for each ASQ product (e.g., ASQ-3 in English, ASQ-3 in Spanish, ASQ:SE-2 in English, ASQ:SE-2 in Spanish) purchased or provided to You that allows You access to particular questionnaires or content within ASQ Online in accord with the terms of your ASQ Online subscription.

(x) "Reports and Forms" mean screenings, communications, and reports generated from the Child Data and Caregiver Data for one or more children and their caregivers. Reports include for example but are not limited to screening scores, completed and/or not completed screenings, reports for individual children (e.g., Information Summaries), and reports for multiple children. Forms include for example but are not limited to the questionnaires, letter templates, consent forms, and introductory forms and family information sheets.

1. Grant of License. Brookes Publishing Co. hereby grants You a nonexclusive, nontransferable, revocable license to use the Site and Services in accordance with the terms and conditions set forth in this Agreement and its related **Terms of Use** and **Privacy Policy**. This license is not a sale of software or any copy of it. Brookes Publishing Co. and its licensors own and retain all title, copyright, trademark, trade dress, and other proprietary rights in and to the software (except, where applicable, open source code and applications) used to provide or create the Site and its Content and Services.

1.a. Terms of Use. The Terms of Use, posted on the login page of ASQ Online and the login/registration page of ASQ Family Access, which are 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 and for ensuring that the ASQ Family Access Authorized Users You invite to have access to ASQ Family Access know where to find the Terms of Use.

1.b. Privacy Policy. The Privacy Policy, posted on the login page of ASQ Online and the login/registration page of ASQ Family Access, which are 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 and for ensuring that the ASQ Family Access Authorized Users You invite to have access to ASQ Family Access know where to find the Privacy Policy.

2. User Access. Before using the Site (whether on a trial basis, through a paid subscription, or otherwise), You must be conveyed usage rights in one or more defined ASQ Online user roles (see definitions **k** through **t** above). If You are the Account Holder or Hub Holder, You must provide Brookes Publishing Co. with certain information, including but not limited to contact information and information about the subscription type (see section **3** below) that You are selecting. Brookes Publishing Co. and the System Administrator will use this information to set up and

provide access to the Site, Services, and Content to You, as Account Holder, and to the Account and/or Program Administrator(s) for Your Account. (If You are a Hub Holder, You will also enter into a separate ASQ Hub License Agreement.) The Account Administrator may provide access to the Account for Program Administrators, Program Administrators may provide access to the Account for Provider(s), Reviewer(s), and ASQ Family Access Authorized Users, and Providers may provide access to the Account for fellow Providers and ASQ Family Access Authorized Users, in accord with the rules for access rights and permissions (see **2.a** below) provided to the Account Holder and/or Account Administrator/Program Administrator by Brookes Publishing Co. and the System Administrator. By entering usernames and passwords, Authorized Users may access the Site, Services, and Content. By receiving an Invitation and accessing an ASQ Family Access URL, ASQ Family Access Authorized Users may access the Site, Services, and Content.

2.a. Rights Management. The System Administrator assigns access rights and permissions for each Account Administrator for ASQ Enterprise, and/or Program Administrator for ASQ Pro, the Program Administrator for ASQ Enterprise and/or ASQ Pro assigns access rights and permissions for each Authorized User, and the Program Administrator for both ASQ Enterprise and ASQ Pro and the Provider assigns access rights and permissions for each ASQ Family Access Authorized User in accordance with the roles he or she will perform in accessing the Site and its Services. The System Administrator also assigns access rights and permission for each Hub Administrator. Rules for access rights and permissions administration are provided by Brookes Publishing Co. to Your Account Holder. Authorized Users may perform the role of Account Administrator for ASQ Enterprise, Program Administrator for ASQ Pro and/or the role of Program Administrator for ASQ Enterprise, Provider, and Reviewer or Hub Administrator. It is understood that Caregivers perform the role of ASQ Family Access Authorized Users. Within each role, the System Administrator, Account Administrator for ASQ Enterprise, and/or Program Administrator for ASQ Pro may assign and control access to Child Profiles and/or features or functionality of the Site, such as the right to access the data fields for first and last name and date of birth in Child Profiles.

3. Subscription Type. Access to the Site, Services, and Content is available as an annual subscription. After You have satisfied the prerequisites for subscription (namely, through purchase or verification of ownership of the elements of the ASQ product suite for which You want online access), You may subscribe as an individual for Your own benefit, or You may subscribe on behalf of an entity; in either case, the subscription fee is based on the type of subscription (see **3.a–3.e**) and may also be based on Your use of Screens (see **4.d**) that You will access in the system for Your subscription term. Please refer to the **Terms of Use** or go to

brookespublishing.com/product/asq-online/ for current information on subscription charges, related fees, and ordering procedures. You will receive a Keycode, a unique 16-digit alpha-numeric code, for each ASQ product (e.g., ASQ-3 in English, ASQ-3 in Spanish, ASQ:SE-2 in English, ASQ:SE-2 in Spanish) You own, which You must enter into the ASQ Online system after You subscribe.

3.a. ASQ Pro. ASQ Pro is a subscription type for programs in a single physical location that want online data management for ASQ-3 and/or ASQ:SE-2 but do not need to share data across locations or provide access to the Account for multiple users in different locations.

3.b. ASQ Enterprise. ASQ Enterprise is a subscription type for programs in multiple physical locations that want online data management for ASQ-3 and/or ASQ:SE-2 and need to share data across locations and provide access to the Account for multiple users in different locations.

3.c. ASQ Family Access. ASQ Family Access, an online questionnaire completion system, may be added to an ASQ Pro Account or ASQ Enterprise Account for an additional annual fee. You may add ASQ Family Access to Your subscription as an individual for Your own benefit, or You may subscribe on behalf of an entity. You must have a current ASQ Pro or ASQ Enterprise subscription in good standing in order to subscribe to ASQ Family Access.

3.d. ASQ Hub. ASQ Hub is an annual subscription that allows You to be linked to more than one ASQ Pro and/or ASQ Enterprise Account so that certain data within these otherwise individual Accounts may be viewed by the Hub Administrator(s) and used for reporting purposes. Access to portions of the Site, Services, and Content is available as an annual subscription plus one (1)-time linking fees per Account to be added to the Hub, contingent upon the express written acceptance of each Account (from the Account Administrator for ASQ Enterprise Accounts and from the Program Administrator for ASQ Pro Accounts) to which the ASQ Hub wishes to be linked.

3.e. ASQ API. ASQ API may be added to an ASQ Pro Account or ASQ Enterprise Account for an additional annual fee. ASQ API is an annual subscription that allows You to automatically transfer child, caregiver, and screening data between ASQ Online and Your own database. You may add ASQ API to Your subscription as an individual for Your own benefit, or You may subscribe on behalf of an entity. You must have a current ASQ Pro or ASQ Enterprise subscription in good standing in order to subscribe to ASQ API.

4. Term of Agreement.

4.a. Annual License. If You have purchased a subscription to ASQ Online, the term of this Agreement begins ten (10) business days from the date of Your initial invoice containing the subscription(s) and continues for one (1) year (contingent upon receipt of payment), at which point You may either allow the automatic renewal of Your subscription for another annual license or cancel Your subscription before the date it is set to automatically renew. If You are an Authorized User (Account Administrator, Program Administrator, Provider, Reviewer, or Hub Administrator), Your access to that account ends when the Account Holder's subscription is cancelled or terminated. If You are a Hub Administrator, refer to Your ASQ Hub License Agreement and ASQ Hub Linking Agreements for information on the renewal process.

4.b. Screens. In addition to the annual subscription license, You will pay for Your use of Screens within ASQ Online and ASQ Family Access or transferred into ASQ Online via ASQ API. For either ASQ Pro Accounts or ASQ Enterprise Accounts, Screens are counted automatically within the online system when You finalize a Screen in ASQ

Pro or ASQ Enterprise, when You accept a Screen from ASQ Family Access into Your Account, and when new screens are transferred into your Account via ASQ API. Brookes Publishing Co. will invoice Your Account Holder for Your per-screen use. Current pricing of Screens is available at [brookespublishing.com/product/asq-online/](https://www.brookespublishing.com/product/asq-online/). **4.c. Linking Fees.** A one (1)-time linking fee will be assessed per Account associated with an ASQ Hub. Current pricing of Linking Fees is available at [agesandstages.com](https://www.agesandstages.com).

4. d. Support. Brookes Publishing Co. will provide technical support to assist in resolving errors or malfunction in the Site or Services and to answer technological questions that affect Your ability to use the Site or Services.

4.d.i. Technical Support. During the term of this Agreement, Brookes Publishing Co. will make available free technical support via email as well as provide a range of support options through the Site's online support features. Additional, personalized technical support may be purchased for an annual fee.

4.d.ii. Data and Tool Support. Data and tool support is available from Brookes Publishing Co. for an annual fee. Brookes Publishing Co. will also be pleased to accept inquiries about customizations within the ASQ Online system to meet user needs; contact implementation@brookespublishing.com to initiate a discovery, quotation, and development process. Current pricing of Data and Tool Support Fees is available at [brookespublishing.com](https://www.brookespublishing.com). For additional information on support, please see our [Privacy Policy](#) and refer to the then-current documentation available on the Site.

4.e. Free Trial. From time to time, Brookes Publishing Co. may offer time-limited free trials to assess the functionality of ASQ Online and applicability to Your needs.

4.f. 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.

5. Restrictions of Use. Use of the Site, Content, and Services is restricted as described herein and in the accompanying [Terms of Use](#):

5.a. Your username and password will be provided to You initially by the System Administrator for Hub Administrators for ASQ Hubs, for Account Administrators for ASQ Enterprise, or for Program Administrators for ASQ Pro, by your Account Administrator for ASQ Enterprise for Program Administrators, Providers, and Reviewers, and by your Program Administrator for ASQ Pro for Providers and Reviewers in order to access the Site and its Services. You should change Your username and password after Your initial login to the site. You may not disclose, share, or allow any other party to use Your username and password. If You become aware that Your username and/or password has been lost or stolen or is being misused, You must notify Your Account Administrator for ASQ Enterprise or Program Administrator for ASQ Pro immediately. If You are an Account Administrator for ASQ Enterprise, Program Administrator for ASQ Pro, or Hub Administrator, You must immediately notify the System Administrator at Brookes Publishing Co. (implementation@brookespublishing.com).

5.b. You may use the Site solely to support Your own Account-related activities and for the benefit of personnel who are employed by Your Account Holder and/or infants/children/students/patients and their families served by Your Account Holder. You may not provide access to the Services to, or utilize the Services on behalf of, any third party.

5.c. When permitted by Site functionality, You may download or print the Content for Your non-commercial use for personal and/or educational or clinical purposes only, provided that You keep intact all copyright and other proprietary notices.

5.d. The Site is owned by Brookes Publishing Co. and remains the exclusive property of Brookes Publishing Co.; You retain ownership and maintain control only of data You input, such as screening and monitoring data in the Child Profile or Screens. For more information on ownership, please refer to the "Intellectual Property" section of the [Terms of Use](#).

5.e. You may not modify, republish, transmit, transfer or sell, reproduce, create derivative works from, distribute, or display Content from the Site, except and only to the extent that such activity is expressly permitted by this Agreement, by then-current documentation for the Site and Services, or by written agreement with Brookes Publishing Co.

6. Protection from Unauthorized Use or Access. You agree to take reasonable efforts to protect and prevent the Site and Services from unauthorized access or use, which includes, but is not limited to, any attempt to:

(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 use reasonable methods to ensure the security of Your login name and password and immediately report any suspected unauthorized use or disclosure to Your Administrator who will then immediately notify in writing such suspected unauthorized uses or disclosures to Brookes Publishing Co. at implementation@brookespublishing.com.

7. 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](#).

8. HIPAA. If You are 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, You must so notify Brookes Publishing Co. and upon Your request Brookes Publishing Co. will enter into a separate Business Associate agreement with You. For more information about this, please see the [Privacy Policy](#).

9. Limitation of Warranties. OTHER THAN THE REPRESENTATION LATER IN THIS PARAGRAPH 9, BROOKES PUBLISHING CO. MAKES NO REPRESENTATIONS WITH REGARD TO THE SITE AND ITS CONTENT AND SERVICES. THE SITE, CONTENT, AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BROOKES PUBLISHING CO. DOES NOT WARRANT THAT THE SITE, CONTENT, OR SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BROOKES PUBLISHING CO. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

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, Second Edition (ASQ®:SE-2): A Parent-Completed Child Monitoring System*.

10. Limitation of Liability. IN NO EVENT SHALL BROOKES PUBLISHING CO. OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITE AND ITS CONTENT OR SERVICES BE LIABLE FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, (i) ANY ERRORS IN, OR OMISSIONS FROM, THE SITE; (ii) ANY THIRD-PARTY WEB SITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS FROM THE SITE; (iii) THE UNAVAILABILITY OF THE SITE OR ANY PORTION THEREOF; (iv) YOUR USE OF, OR INABILITY TO USE, THE SITE; (v) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE; OR (vi) ANY COMPUTER VIRUSES, WORMS, "TROJAN HORSES," OR ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE THAT IS ATTACHED TO, OR MADE A PART OF, THE SITE BY ANY PERSON, GROUP, OR ORGANIZATION. THIS SITE, CONTENT, AND SERVICES MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. BROOKES PUBLISHING CO. MAY MAKE CHANGES TO THE SITE, CONTENT, OR SERVICES AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. ALTHOUGH BROOKES PUBLISHING CO. WILL MAKE EVERY EFFORT TO UPDATE THE SITE AS APPROPRIATE, SOME OF THE SITE'S CONTENT AND SERVICES MAY FROM TIME TO TIME BE OUT OF DATE. BROOKES PUBLISHING CO. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

11. General. This Agreement; its accompanying Terms of Use and Privacy Policy; and other rules, policies, guidelines, and disclaimers posted on the Site constitute the complete agreement between You and Brookes Publishing Co. with respect to ASQ Online and use of the Site and its Content and Services. It supersedes any prior communications, advertisements, or understandings with respect to this matter. This Agreement may only be modified or amended in writing by an authorized representative of Brookes Publishing Co., and any modified or amended Agreement shall be posted to the Site. To the extent that any portion of this Agreement is found to be unlawful, unenforceable, or void for any reason, the remainder of this Agreement shall continue in full force and effect. This End User License Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, U.S.A., without regard to its principles of conflicts of law. If you have any questions regarding the Agreement, please write to Brookes Publishing Co., P.O. Box 10624, Baltimore, Maryland 21285-0624, USA, Attn: Contracts Department.

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.