



End User License Agreement

IMPORTANT—PLEASE READ CAREFULLY. YOUR USE OF THE AEPS[®]i WEB SITE FOR AEPS[®]-3, <https://www.aepsi3.com/> (“SITE”), AND AEPSi SERVICES AND ASSOCIATED SOFTWARE (“SERVICES”) IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS OF THIS LICENSE AGREEMENT AND ITS RELATED TERMS OF USE AND PRIVACY POLICY.

AEPS[®]i (“AEPSi”) is the web-based data management system for the *Assessment, Evaluation, and Programming System for Infants and Children, Third Edition (AEPS[®]-3)*. This End User License Agreement (“Agreement”) for the Site is a legal agreement between You and Paul H. Brookes Publishing Co., Inc. (“Brookes”), 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, or therapeutic or health care practice.) By selecting the “AGREE” button or by using the AEPSi web-based data 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 the Site; please select the “I DO NOT ACCEPT THE EULA” button.

AEPSi is a web-based assessment, programming, and reporting system designed to track the progress and support the development of individual children and groups of children through goal development, teaching, intervention, and ongoing progress monitoring. AEPSi is an interactive, evolving system, and enhancements to the existing functionality and new features may be added at any time. This Agreement covers the current and all future iterations of the system. AEPSi is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. AEPSi is licensed, not sold. For purposes of this Agreement:

- (a) “Site” means the portions of AEPSi that can be accessed only by use of a username and password.
- (b) “Services” means all features of the Site including but not limited to those services that assist in the assessment, goal development, teaching/intervention, progress monitoring, or reporting of progress of individual children and groups 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.
- (d) “Child Record” means any user-supplied and user-generated data associated with a single child/student including but not limited to active or archived demographic and family information, assessments and assessment results, developmental progress reports, notes, journal entries, and calendar events.
- (e) “Child Seat” means any active Child Record in the subscription associated with a single child/student.
- (f) “Assessment(s)” means any user-supplied or user-generated data associated with a single child/student including but not limited to responses to the items of an AEPS-3 Test, Ready-Set, Family Report, Family Assessment of Child Skills, and Ready-Set Family Assessment of Child Skills, and additional information gathered while using AEPSi.
- (g) “Child Data” means user supplied or user-generated data in Child Record(s) and Assessment(s), as well as reports, notes, documents, events, and related communications associated with the Child Record(s) and Assessment(s) in the Site.
- (h) “Caregiver Data” means user-supplied or user-generated data in Child Record(s) and Caregiver Profile(s) as well as notes, documents, events, and related communications associated with the Child Record(s) and Assessment(s) in an Account.
- (i) “Deidentified Data” means user-supplied or user-generated data in Child Record(s) and Assessment(s) as well as reports that have been stripped of personally identifying information.
- (j) “Account” means the specific relationship with Brookes established to provide for Your access to the Site and Services within an AEPSi Enterprise or Pro Account.

- (k) “Hub” means the specific relationship with Brookes established to provide for Your access to the Site and Services with an AEPSi Hub License Agreement. Associated AEPSi Hub Linking Agreements allow an administrative entity to be electronically linked by Brookes to certain AEPSi Enterprise and/or Pro Accounts.
- (l) “System Administrator” means the AEPSi system administrator. The System Administrator serves as the primary contact for the Account Administrator. System Administrator role is reserved for Brookes.
- (m) “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 AEPSi Enterprise or Pro Account. An Account Holder conveys usage rights for the defined AEPSi user roles (see definitions **o** through **s** below). All Accounts shall have one (1) Account Holder.
- (n) “Hub Holder” means the party purchasing a subscription that provides access to the Site and Services for a Hub (see definition **k** above).
- (o) “Authorized User” means any individual person, such as but not limited to teacher(s), specialist(s), school or education administrator(s), early interventionists(s), home visitor(s), child care provider(s), social workers(s), and/or other interested party(ies) who has been granted access rights and permissions to use any part of the Site and Services. An Authorized User may be an Account Administrator, Program Administrator, Hub Administrator, Provider, or Reviewer, as defined herein; in some circumstances an Authorized User may have usage rights for more than one (1) or these roles.
- (p) “Account Administrator” means the Authorized User who is the administrator and manager for Your Account. In an AEPSi Enterprise or Pro Account (see **3.a–3.b**), this role is called “Account Administrator.” Each AEPSi Enterprise and Pro Account shall have at least one (1) Account Administrator. Each program in an AEPSi Enterprise Account and the single program in an AEPSi Pro Account shall have at least one (1) designated “Program Administrator.” Whether Account Administrator or Program Administrator, this role serves as Your primary contact with Brookes.
- (q) “Provider” means an Authorized User who may create and interact with data in an Account, including but not limited to Child Data and Caregiver Data in Child Record(s) and associated Assessment(s), that an Account Administrator, Program Administrator, or fellow program Provider grants them the ability to access.
- (r) “Reviewer” means an Authorized User who has read-only access to and may not create or change data in the Child Record(s) and associated Assessment(s) within an Account but may create notes associated with their own user profile and may also create certain reports within an Account.
- (s) “Caregiver” means any parent, guardian, foster parent, primary caregiver, family member, and/or other interested party who may have a Caregiver Profile associated with a Child Record(s).
- (t) “Reports and Forms” mean assessments, 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 assessment scores, completed and/or not completed assessments, reports for individual children, and reports for multiple children. Forms include for example but are not limited to consent forms, demographic forms, and introductory forms.

1. Grant of License. Brookes 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 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 the Site, 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 login page of the Site, which is not protected by username and password, is a part of this Agreement. The Privacy Policy explains how Brookes 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. 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 AEPsi user roles (see definitions o through s above). If You are the Account Holder or Hub Holder, You must provide Brookes with certain information, including but not limited to contact information and information about the subscription type (see **3.a.–3.c.**) that You are selecting. Brookes 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 Administrator for Your Account. If You are a Hub Holder, You also will enter into a separate AEPsi Hub License Agreement. The Account Administrator or Program Administrator may provide access to the Account for Authorized Users in accord with the rules for access rights and permissions (see **2.a**) provided to the Account Holder and/or Account Administrator by Brookes. By entering usernames and passwords, Authorized Users may access the Site, Services, and Content.

2.a. Rights Management. The System Administrator assigns access rights and permissions for the Account Holder’s designated Account Administrator for the AEPsi Enterprise and/or Pro Account who then assign access rights and permissions for Authorized Users in the Account. The Enterprise and/or Pro Account Administrator may assign rights and permissions for fellow Account Administrators and Reviewers; the Enterprise Account Administrator may assign rights and permissions for Program Administrators; the Pro Account Administrator and Enterprise Account Program Administrator may assign rights and permissions for Providers and Reviewers; and the Provider may assign rights and permissions for fellow Providers. The System Administrator also assigns access rights and permissions for each Hub Administrator. Rules for access rights and permissions administration are provided by Brookes to Your Account Holder.

Authorized Users may perform the role of Account Administrator for AEPsi Enterprise and/or Pro; Program Administrator for AEPsi Enterprise and/or Pro; Hub Administrator for AEPsi Hub; Provider for a program in AEPsi Enterprise and/or for AEPsi Pro; and Reviewer for AEPsi Enterprise or a program in Enterprise, for AEPsi Hub, and/or for AEPsi Pro. Within each role, the System Administrator, Account Administrator for AEPsi Enterprise or Pro, and/or Program Administrator for AEPsi Enterprise or Pro may assign and control access to Child Records and/or features or functionality of the Site, such as the right to access data fields for first name, last name, and date of birth that personally identify a child. The Account Administrator for AEPsi Enterprise and/or Pro may assign or adjust the number of Child Seats within the Account.

3. Subscription Type. Access to the Site, Content, and Services is available as an annual subscription. 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.c**) and a number of Child Seats, billed separately (see **4.e**), that You access in the system for your subscription term. Please refer to the [Terms of Use](#) or go to <https://brookespublishing.com/aeps-3/> for current information on subscription charges, related fees, and ordering procedures.

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

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

3.c. AEPsi Hub. AEPsi Hub is an annual subscription that allows You to be linked to more than one AEPsi Enterprise and/or Pro 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 AEPsi Enterprise and/or Pro Accounts) to which the AEPsi Hub wishes to be linked.

4. Term of Agreement. Use of the Site, Content, and Services may be available for a specified term and associated fees. Current pricing is available at <https://brookespublishing.com/aeps-3/>

4.a. Annual License. If You have purchased a subscription to AEPsi, 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.

4.b. Child Seats. In addition to the annual subscription license, You will pay for Your use of Child Seats within AEPSi. For either AEPSi Enterprise or Pro Accounts, Child Seat limits can be assigned and modified by the Account Administrator and are counted automatically within AEPSi. Brookes will invoice Your Account Holder at the end of the subscription year for the highest number of concurrent Child Seats used within the Account in that period.

4.c. Linking Fees. A one (1)-time linking fee will be assessed per Account associated with an AEPSi Hub.

4.d. Support Options. During the term of this Agreement, Brookes will make available technical support via email and telephone as well as provide a range of support options through the Site's online support features (see **8**). Additional personalized technical, data, and tool support may be available from Brookes for a fee. Brookes is pleased to accept inquiries about customizations within the AEPSi system to meet user needs; contact implementation@brookespublishing.com to initiate a discovery, quotation, and development process.

4.e. Free Trial. From time to time, Brookes may offer time-limited free trials to assess the functionality of the Site and applicability to Your needs. If You have elected to register for a free trial, the term of this Agreement begins upon successful completion of Your Account registration and continues for thirty (30) days, at which point You may either purchase a subscription or allow the trial to expire. If You opt not to purchase a subscription, any data You entered into the Site will be removed from the system.

4.f. Termination. Brookes 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, Content, and Services will be discontinued until such time as the breaches of terms are resolved to the satisfaction of Brookes. 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. Conditions of Use. Use of the Site, Content, and Services is restricted as described herein and in the accompanying [Terms of Use](#).

5.a. Child Seats. Your Account allows a specified number of unique Child Seats to be set by the Account Administrator on the Site for use during the term of the Agreement. Child Records may be archived or deleted to make Child Seats available. Please refer to the [Terms of Use](#) for information on choices available to You.

5.b. Username and Password. You will need to supply Your username and password in order to access the Site and its Services. Your username and password will be provided to You initially by the System Administrator for Hub Administrators for AEPSi Hub, for Account Administrators for AEPSi Enterprise, or for Account Administrators for AEPSi Pro, by your Account Administrator for AEPSi Enterprise for Program Administrators, Providers, and Reviewers, and by your Program Administrator for AEPSi 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 AEPSi Enterprise or Pro or Program Administrator for AEPSi Enterprise or Pro immediately. If You are an Account Administrator for AEPSi Enterprise or Pro, or Hub Administrator, You must immediately notify the System Administrator at implementation@brookespublishing.com.

5.c. Access Scope. 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.d. Content Use. 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.e. Ownership. The Site is owned by Brookes and remains the exclusive property of Brookes; You retain ownership and maintain control only of data you input, such as assessment data in the Child Record. For more information on ownership, please refer to the “Intellectual Property” and “Submitted Materials” sections of the [Terms of Use](#).

5.f. Restricted Use. 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.

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: (i) modify, adapt, de-compile, reverse assemble, reverse engineer, disable, deface, or adversely affect any part of the Site or Services; (ii) remove any proprietary, copyright, or other intellectual property notices from the Site or from any materials generated from the Site; or (iii) 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 username 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 at implementation@brookespublishing.com.

7. System Availability. Brookes uses reasonable measures to (i) provide access to the Site and Services at all times, other than during scheduled maintenance periods, (ii) back up user data, including Child Data, Account data, and Authorized User data on a regular basis, and (iii) 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 or which are not reasonably foreseeable by Brookes, 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 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. Support. During the term of this Agreement, Brookes will make available to You a range of support options for the Site and Services via email, telephone, and/or the Site’s online support features. Brookes 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. For more information on support options, please see our [Privacy Policy](#) and refer to the then-current documentation available on the Site.

9. 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 and upon Your request Brookes will enter into a separate Business Associate agreement with You. For more information about this, please see the [Privacy Policy](#).

10. Limitation of Warranties. OTHER THAN THE REPRESENTATION LATER IN THIS PARAGRAPH 9, BROOKES 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 DOES NOT WARRANT THAT THE SITE, CONTENT, OR SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BROOKES 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 does represent that the test design, psychometric foundations, and pedagogical content at the Site come from the *Assessment, Evaluation, and Programming System for Infants and Children, Third Edition (AEPS-3)*, by Bricker, Dionne, Grisham, Johnson, Macy, Slentz, and Waddell.

11. Limitation of Liability. IN NO EVENT SHALL BROOKES 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 MAY MAKE CHANGES TO THE SITE, CONTENT, OR SERVICES AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. ALTHOUGH BROOKES 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 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.

12. 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 with respect to AEPSi 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, 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, 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.