

F.A.M.E. Online Subscription Terms and Conditions Acknowledgment

The party signatory hereto ("Customer") agrees, as a condition to, and in consideration of, the use of the services provided by ChildCare Education Institute, LLC ("CCEI") described herein to all of the terms and conditions set forth in this F.A.M.E. Online Subscription Terms and Conditions Acknowledgment (this "Acknowledgment").

1. SERVICES. Subject to the terms and conditions of this Acknowledgment, and in consideration of the payment of the fees set forth in Section 3 below, CCEI shall use reasonable efforts to provide to Customer at a website designated by CCEI ("Website") the web-based online professional development training services and courses selected by Customer pursuant to the Professional Development Subscription Program Order Form executed in connection herewith (the "Order Form") and available through access to F.A.M.E (the "Services"). CCEI has the reasonable right, at its sole discretion, to change or modify the Services and the methods and means by which they are provided, provided that the basic functionality and quality of the Services will not be materially reduced.

2. TERMS AND CONDITIONS OF SERVICES.

2.1 License to Access the Services. Customer will have a limited non-transferable, non-exclusive, temporary license for the term specified in this Acknowledgment, without the right to sublicense (the "License") to access the Website and use the software (in object code form only) ("Software") and the Services solely for Customer's, or in the case of a Customer who is a learning center (a "Center Customer"), for such Center Customer's Authorized Employees' personal professional education and development purposes, strictly in accordance with the terms and conditions of this Acknowledgment. Customer shall make no attempt to: (a) save, alter, modify, adapt, translate, create derivative works of, merge with other software or content, improve, reverse engineer, disassemble or decompile the Software, including the object and source code thereof or the content provided on the Website; (b) interfere in any manner with the hosting of the Software, the hosting hardware or network, or the content or Services associated therewith; or (c) sublicense, distribute, sell, lease, rent, loan or otherwise transfer the Software, Website, Services, or any of Customer's rights under this Acknowledgment (except as otherwise expressly provided in this Acknowledgment) or otherwise use or provide access to the Software, Website, or Services for the benefit of any person other than Customer, or in the case of a Center Customer, any person other than Authorized Employees of such Center Customer, or operate a reseller service, time sharing, or other similar service. "Authorized Employees" as used herein shall mean, with respect to any Center Customer, employees of such Center Customer who are specifically designated and registered as authorized users of the Website and Services and who meet all other eligibility requirements specified herein at all times.

2.2 Security and Format of Services. Web access to and use of the Software and Services is through a combination of an ID and a password, which will not be effective until activated by CCEI. Customer shall keep its ID and password confidential. Customer will be responsible for all transactions entered through and under its Customer ID and any Customer ID of any of its employees and any such transactions will be deemed to have been completed by Customer. CCEI reserves the right to use the Customer's email address as the ID. Use of the Software, Website, or Services shall be deemed to be acceptance of all of the terms and conditions of this Acknowledgment. Customer shall be responsible for providing, at its sole cost, all telecommunications equipment, hardware, software, Internet access and all other necessary equipment to connect, access and use the Website and the Services. Access to the Services is subject to interruption at CCEI's reasonable discretion for purposes of performing upgrades, maintenance, backup and other necessary work. CCEI shall make reasonable efforts to notify Customer of any significant interruptions to the Services that may be reasonably anticipated and that are under the control of CCEI. In addition, access to the Services may be interrupted from time to time due to unforeseen software, hardware, equipment, network, power, Internet or other outages.

2.3 Customer Data and User Information. Customer will be solely responsible for providing to CCEI, and updating as required by CCEI, all relevant information regarding such Customer for use by CCEI in performing the Services, and in the case of a Center Customer, the name of all of its Authorized Employees and valid email address, social security number, center name and address, and other relevant data relating to such Authorized Employees and such center for use by CCEI in performing the Services. Upon CCEI's request, Customer must verify and update all such data. Customer acknowledges and agrees that he or she, or in the case of a Center Customer, its Authorized Employees, are the only authorized users of the Website, Software, and Services on the Customer account under the applicable user's assigned user id and password, and he or she shall not permit any access thereto by any other person. In the case of a Center Customer, all of its Authorized Employees under this Acknowledgment must be current employees of such Center to remain eligible to use the Website, Software and Services under this Acknowledgment. A Center Customer shall be obligated to (i) terminate access privileges to the Website, Software and Services for and (b) notify CCEI in writing of any Authorized Employees who cease to be employees of such Center Customer for any reason (whether by death, disability, for cause or without cause) within 24 hours of the termination of employment of such Authorized Employee. Any Authorized Employee of any Center Customer who ceases to be employed by such Center Customer for any reason shall immediately cease to be an Authorized Employee under this Acknowledgment and the term "Authorized Employees" as used hereunder shall not include such employee at all times after such termination. Promptly upon CCEI's request at any time during the term of Acknowledgment, a Center Customer shall provide CCEI all documentation and access to its books and records necessary to verify continued employment of any Authorized Employee. Any training certificates received by any person in connection with access to the Website, Software or Services by invalid or unauthorized means or in breach of this Acknowledgment will be rescinded and null and void and records of any training of such person may, at CCEI's sole discretion, be deleted from any transcripts related to such person and from CCEI's F.A.M.E. and other record management systems. Customer shall not be entitled to any partial or full refund or credit in the event of a breach of this Acknowledgment or any fraud, abuse or misuse related to any access to the Website, Software or Services pursuant to its or its Authorized Employees' user id and password.

2.4 Administrative Access Terms. A Customer who has purchased Services pursuant to the Order Form that include an administrative access account, by written notice to CCEI, may request that its' designated users be granted administrative access to the Software, Website, and Services.

Administrative access will provide the Customer the ability to (i) purchase training hours and assign them to its Authorized Users; (ii) set up multi-level views of Authorized Users within its organization (i.e. corporate/region/school); (iii) view progress and training completion of Authorized Users; (iv) print reports on training progress of its Authorized Users within its organization, by corporation, region/franchisee (if not company owned)/school/student); (vi) assign other administrative users; and (vii) set up new Authorized Users after CCEI has assigned user id/password and all other obligations and conditions under this Acknowledgment are met. Without limiting any other provision of this Acknowledgment, each Customer acknowledges that administrative access will not allow any Customer to delete students from CCEI's database or system, change transcripts, alter course content, or assign user/id passwords. Each Customer acknowledges that if administrative access is granted to it pursuant hereto, such Customer accepts full responsibility for any charges, purchases and any other fees related to the use of such access by all users designated by Customer at any time, including, without limitation, any users added by Customer through administrative access. Customer shall not be entitled to any partial or full refund or credit in the event of any fraud, abuse, or other misuse related to administrative access privileges.

2.5 Center-based Subscriptions. A Center Customer is defined as a single site that provides care to children on that site. A center-based subscription is a site license to use the software for the employees of that site only, up to the number of users specified in the purchased license. Once an employee has completed a CCEI course the license they held is considered used and cannot be reassigned. The number of such employees will be limited by the specific subscription selected by such Center Customer pursuant to the Order Form. Once such initial selection is made on the Order Form, no additional individual user subscriptions can be purchased during the term of this Acknowledgment to permit any additional employees of such Center Customer to use the Website, Software or Services. Any additional license bundles purchased by the customer during the term of the subscription will expire on the expiration date on the account at the time of purchase. A Center Customer may not permit any employees other than such employees to access the Website, Software and Services; provided however, upon termination of employment of such employee from such Center Customer and after (a) satisfying the obligations of such Center Customer specified in Section 2.3 above related to such termination and (b) providing to CCEI an affidavit (available online at www.cceifame.com) executed by the corporate or center administrator of such Center Customer confirming such employment termination, such Center Customer may reassign any unused license to another employee for the remainder of the term of this Acknowledgment at no additional cost to Center Customer. Such new specified employee must be an employee of such Center Customer and not an employee of any affiliate of such Center Customer. CCEI, upon satisfactory verification of all facts, including, without limitation review of all documentation and books and records reasonably deemed necessary by CCEI, will authorize such new employee of such Center Customer to access the Website, Software and Services in accordance with this Acknowledgment. Only persons designated as having administrative access will have access to this function. Notwithstanding anything to the contrary herein, CCEI will not have any obligation to approve or authorize any additional employee of a Center Customer at any time after a Center Customer has breached this Acknowledgment. After the initial one-calendar year period of a subscription purchased by a Center Customer pursuant to the Order Form, Center Customer must renew annual subscription for an additional one calendar year period to maintain access the Website, Software and Services..

2.6 Individual Subscriptions: An individual Customer subscription to access the Website, Software and the Services will allow only such specific individual to access the Website, Software and Services in accordance with the terms of this Acknowledgment. Any annual subscriptions selected by an individual Customer on the Order Form must be paid for in advance of using the Website, Software or Services. After the initial one-calendar year period of such annual subscription, Customer must renew annual subscription for an additional one calendar year period to maintain access the Website, Software and Services.

3. PRICING AND PAYMENT. In consideration of the Services provided to Customer, Customer (other than a Customer who is an Authorized Employee of a Center Customer who has made the applicable payment to CCEI on behalf of such Authorized Employee and who is signatory to an Acknowledgment in full force and effect) shall pay CCEI the fees as outlined on the Website or in the Order Form. CCEI reserves the right to change pricing terms for the Services at any time, unless otherwise agreed in a specific writing by CCEI and Customer. CCEI, in its sole discretion, may suspend, disconnect, or otherwise terminate Customer's access to the Software, Website, or Services immediately upon any non-payment of the fees or other amounts owing pursuant to this Acknowledgment or Order Form. Customer, by written notice to CCEI after payment of all amounts due to CCEI pursuant to this Acknowledgment and the Order Form and a reconnect fee of \$14.95 within 30 days of such non-payment, may elect to reinstate any such access suspended, disconnected or terminated pursuant to this Paragraph 3. Payments may be made by VISA, MasterCard, American Express, and ACH Debit Processing. Customer will be responsible for payment of all fees and other amounts payable hereunder prior to the effective date of any termination of this Acknowledgment. **ONCE ANY SUBSCRIPTION OR ACCESS TO SERVICES IS CANCELLED OR TERMINATED FOR ANY REASON, INCLUDING WITHOUT LIMITATION, VOLUNTARILY BY CUSTOMER OR BY CCEI, CUSTOMER UNDERSTANDS THAT ONLINE ACCESS TO TRANSCRIPTS WILL NOT BE AVAILABLE. ANY REQUEST FOR TRANSCRIPTS AFTER SUCH CANCELLATION OR TERMINATION OF ACCESS TO SERVICES WILL REQUIRE A \$25.00 TRANSCRIPT REQUEST FEE FOR EACH REQUEST OF EACH TRANSCRIPT.**

4. TITLE TO SERVICES, PROPRIETARY INFORMATION AND TRADEMARKS.

4.1 Title to Services. CCEI retains (i) all right, title and interest in and to the Software, Website, and Services and all related documentation and materials, and (ii) all copyrights, patent rights, trade secret rights and other proprietary rights in the Software, Website and Services.

4.2 Website, Services and the associated documentation. Customer agrees that CCEI shall have any and all right, title and interest in and to any and all modifications, design changes, upgrades, or improvements of the Software, Website, and Services suggested by Customer, without the payment of any additional consideration therefore to Customer. In the event Customer enters into a "hosting agreement" with CCEI Customer agrees that an addendum hereto must be executed documenting the terms of such an engagement. Customer materials and communication are prohibited from being distributed and/or accessed through F.A.M.E. without such "hosting agreement" being executed.

4.3 Proprietary Information. All information and the terms and conditions of this Acknowledgment shall be considered "Proprietary Information" of CCEI. Customer further acknowledges that CCEI's Proprietary Information is deemed to include valuable trade secrets and confidential business information proprietary to CCEI and/or third parties providing services to CCEI. Accordingly, Customer shall hold the Proprietary Information disclosed by CCEI confidential and use such Proprietary Information only in connection with Customer's receipt of the Services.

4.4 Trademarks. The trademarks and trade names, whether registered or unregistered, associated with the Software, Website, and Services are the exclusive property of CCEI. This Acknowledgment or use of the Services gives Customer no rights therein. Customer shall not use CCEI's trademarks and trade names in any manner, including without limitation, on any advertising or promotional materials, except with the prior written consent of CCEI.

5. TERM AND TERMINATION. CCEI or Customer may terminate this Acknowledgment upon written notice to the other person if the other person materially breaches this Acknowledgment and does not cure such breach within thirty (30) days after written notice of such breach. Upon the termination of this Acknowledgment for any reason, the license granted herein shall immediately terminate, and all Customer access to the Software, Website, and Services shall be immediately terminated. The rights and duties of CCEI and Customer under Articles 3, 4, 6, 7, and 8, shall survive the termination or expiration of this Acknowledgment. If Customer terminates this agreement within five days of the submission of the Order Form and has not accessed the Services on the Website, Customer shall be entitled to a refund of the price paid on the Order Form.

6. LIMITED WARRANTY AND DISCLAIMER.

6.1 Limited Warranty. CCEI's sole obligation, and Customer's exclusive remedy, for any failure or interruption in the Services, or breach by CCEI of any warranties or other obligations under this Acknowledgment, shall be to terminate this Acknowledgment as provided in Article 5, in the event of a material breach by CCEI, or require CCEI to use reasonable efforts to restore access to the Services as soon as reasonably possible and/or to cure such breach.

6.2 Disclaimer. Except as expressly set forth in this Section 6, the Services and all other data and materials provided in connection with this Acknowledgment by CCEI and its suppliers are provided "AS IS" and "AS AVAILABLE," without representations or warranties of any kind. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CCEI MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CCEI DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. In addition to any disclaimers set forth elsewhere in this Acknowledgment, the parties agree and acknowledge that CCEI shall in no event be held responsible for any problems with the Services attributable to the public Internet infrastructure or Customer's ability to connect to the Internet. Additionally, Customer acknowledges and agrees that CCEI shall not be responsible for any defect, failure or nonconformity resulting from improper use, neglect, accident, unreasonable use, or modification by Customer or any third party.

6.3 Limitation on Damages. In the event CCEI is found to be liable for any breach of its obligations hereunder, its liability shall be limited to the amount of access and usage fees paid by Customer to it hereunder. CCEI shall not be liable for any claims, losses, or damages of Customer or any other individual or entity or for lost profits or any special, indirect, incidental, consequential, or exemplary damages or the costs of procurement of substitute products or services arising under this Acknowledgment, howsoever arising, even if CCEI has been advised of the possibility of such damages in advance.

7. ASSIGNMENT. Customer may not assign or transfer all or any portion of its rights or obligations under this Acknowledgment without the prior written consent of CCEI. CCEI may assign its rights and delegate its obligations under this Acknowledgment to any third party.

8. GENERAL. This Acknowledgment and the Order Form constitutes the entire understanding and agreement of the Customer and CCEI, and supersedes any and all oral or written agreements or understandings between such parties, as to the subject matter hereof. In the event of any conflict between the Order Form and this Acknowledgment, this Acknowledgment shall govern. The failure by CCEI to enforce any right or claim against the other party shall not be construed as a waiver by such party of any such right or claim and any waiver by such party of any breach hereof shall not be construed as a waiver of any subsequent breach. This Acknowledgment shall be governed by and construed in accordance with the laws of State of Georgia applicable to agreements made and to be performed within the State of Georgia, without regard to its conflict of laws provisions. If any provision of this Acknowledgment shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No modification or waiver of any provision of this Acknowledgment shall be effective unless made in writing and signed by Customer and CCEI.

9. PRIVACY. Personal information of Customer provided to CCEI is used solely for the purpose of administering Services as outlined under this Acknowledgment and in connection with reporting to state and federal agencies or workforce registries. In addition, any personal information of a Customer who is an Authorized Employee of a Center Customer may be reported to or available to the applicable Center Customer in connection with administrative access provided to such Center Customer pursuant to this Acknowledgment or otherwise in providing the Services to such Center Customer. Pursuant to the Privacy Act, 5 U.S.C. Section 522A, Customer's disclosure of his/her social security number is voluntary. Customer's social security number will be used for governmental statistical purposes and in connection with maintaining and transmitting transcripts. CCEI will not be share or sell to third parties not affiliated with CCEI any personal information of Customer for the purpose of marketing, list accumulation or solicitation. CCEI may, from time-to-time, communicate with Customer via email, fax, phone, or mail using the personal information provided for communication in connection with the Services and/or marketing of additional products offered by CCEI or its affiliates