

EXHIBIT A

CONNECTICUT REGISTRY SYSTEM

Terms and Conditions of Use (v1.20)

CCEI PROVIDES THIS Internet site ("Site") AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE, AS AMENDED FROM TIME TO TIME (the "Terms"). PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

- 1. Acceptance.** Each time you access, provide information or data in any form ("Content") to, or use this Site, you are agreeing to be bound by these Terms. If you use a particular service on or through this Site, you will be subject to any additional rules or guidelines that are applicable to those services.
- 2. Our Service.** The owners of this Site exclusively reserve the right and may, at any time and without notice and any liability to you (i) modify or discontinue this Site and any service hereunder, or your individual access to this Site, and part thereof, or services thereunder, whether temporarily or permanently, and (ii) delete in whole or in part any data you provide, whether temporarily or permanently. CCEI is not responsible or liable for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information on this Site or for your inability to access such data or information.
- 3. Content Ownership.** Except where indicated, all Content pages within this Site are the property of Connecticut Association for the Education of Young Children ("CAEYC") and/or Connecticut Charts-A-Course Project. No portion of the materials on such pages may be reprinted or republished in any form without their express written permission.
- 4. Trademark Notice.** "ChildCare Education Institute" and the "ChildCare Education Institute" logo are trademarks and service marks of ChildCare Education Institute, LLC. All other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners.
- 5. Registration.** Parts of our Site may require you to register. When you register, you will provide truthful, accurate, and complete information. By registering, you represent and warrant to, and agree with, CCEI that (a) you are at least eighteen (18) years old, (b) all Content that you provide to the Site is accurate and (c) you hereby grant CCEI permission to display such Content and to make it available to such persons and entities as are determined by CAYEC and the Connecticut Charts-A-Course Project.. You are solely responsible for (a) maintaining the confidentiality of your password, (b) for all uses of this Site by any person who logs on under your registration, user account, or password, whether authorized or unauthorized by you. You shall immediately notify us of any unauthorized use of your registration, user account, or password.

6. Privacy Policy. Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy. Our Privacy Policy is incorporated into these Terms by reference.

7. Your Conduct. All information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("Content"), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used when providing the Content. Our Site may expose you to Content that may be objectionable or offensive to you individually. We shall not be responsible or liable to you in any way for the Content that appears on Site nor for any error or omission thereof. All opinions contributed to this site are those of individual guest users and do not reflect the opinions of the employees or management of CCEI.

When you use this Site or any service provided, you shall not (a) provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, to others, or is designed to or does interfere or interrupt this Site or any service provided, or is infected with a virus or other destructive or deleterious programming routine, or gives rise to civil or criminal liability, or which may violate an applicable local, national, or international law, including laws relating to copyrights, trademarks, patents, or trade secrets; (b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you; (c) collect or harvest any data about other users; or (d) provide or use this Site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent.

By providing any Content to our Site: (a) you warrant and represent that you have all legal rights that are associated with the Content; (b) you grant CCEI a worldwide, royalty-free, limited, non-revocable, non-exclusive, non-transferable license and any other necessary right to use, display, reproduce, adapt, distribute, archive and create compilations of, in whole or in part, such Content, all in connection with the operation of Connecticut Charts-a-Course Professional Registry System which license and any other right shall apply regarding any form, media, technology now known or later developed; and (c) we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any such Content at any time and for any or no reason, with or without notice.

8. Indemnification. You hereby irrevocably indemnify and hold us and our affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders ("Indemnitees") harmless from any claim or demand, including those for reasonable attorney's fees, that may be made by any third party and that is due to or arising out of your conduct or connection with this Site or

service, your provision of Content, your violation of these Terms, or any other violation by you of the rights of another person or party.

9. Warranty Disclaimer. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," AT YOUR OWN RISK, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES.

CCEI IS NOT RESPONSIBLE NOR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR SITE-RELATED SERVICES OR CONTENT IS TO STOP USING THE SITE AND SUCH SERVICES.

WE MAKE NO WARRANTY, IMPLIED OR EXPRESS, THAT ANY PART OF THE SITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OF ANY QUALITY, NOR THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. NEITHER WE NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE, AND YOUR USE OF SUCH ADVICE OR ANY OTHER INFORMATION IS SOLELY AT YOUR OWN RISK AND WITHOUT OUR LIABILITY OF ANY KIND.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (a) THE USE OF OR THE INABILITY TO USE THE SITE OR SERVICE, (b) THE COST TO OBTAIN SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SITE OR SERVICE, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS BY SOMEONE OTHER THAN US, (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE, OR (e) ANY OTHER MATTER RELATING TO THE SITE OR SERVICE.

CCEI makes no guaranties as to the correctness or accuracy of the Site or the Content. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. If an inaccuracy arises, you may inform CCEI so that it can be corrected.

Some jurisdictions may not allow disclaimers of implied warranties; therefore, some or all of the above disclaimers may not apply to you.

11. Reservation of Rights. Your right to use the Site, the Services and the Content is subject to these Terms. You will have no rights to make any commercial uses of our Site or services without our prior written consent.

12. Applicable Law/Jurisdiction. These Terms, and any dispute arising out of or related to your use of this Site or the services, shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflicts of law provisions. All disputes arising out of our related to these Terms, the Site, or the services shall be exclusively subject to the jurisdiction and venue of the state and federal courts sitting in the County of Fulton, in the State of Georgia, USA, and you irrevocably waive any objection to such jurisdiction and venue, including those based on *forum non conveniens*. In any related action, the prevailing party will be entitled to costs and attorneys' fees.

13. Miscellaneous. The failure of either party to assert any right under these Terms shall not be considered a waiver of any that party's right, and that right will remain in full force and effect. These Terms, and the provisions incorporated by reference herein, constitute the entire agreement between the parties pertaining to the subject matter hereof, and any and all prior written or oral agreements existing between the parties are expressly canceled. CCEI may alter these Terms by posting notice of such modification on a page of the Site entitled "Legal Notices" or "Legal Information" (or similar title) before the alteration takes effect. Any claim or cause arising out of this Site or the services must be filed by you within one year after such claim or cause arose, otherwise the claim shall be forever barred. CCEI may assign its rights and obligations under these Terms to a successor in interest to its business, whether by merger, sale of assets or otherwise. If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.