

**Utah Addendum to Use Agreement**  
**Acadience™ Data Management**  
**<https://acadiencelarning.net/>**



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**Directions:**

1. Complete the Acadience™ Data Management Use Agreement according to the directions specified within that document.
  2. Print this agreement and have the Customer’s Authorized Representative sign page 2 after reading and agreeing to the terms.
  3. Fax both pages of this addendum to **866-211-1450**, or e-mail to [info@acadiencelarning.org](mailto:info@acadiencelarning.org)
- Or send to:  
Dynamic Measurement Group, Inc.  
859 Willamette St., Suite 320  
Eugene, OR 97401
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**RECITALS:**

- A. DMG and Customer are entering into that certain Acadience™ Data Management Use Agreement (“Use Agreement”), which is governed by Utah Code Ann. §53E-9-301 *et seq.*, as those laws exist on the date of DMG’s signature set forth below (“Utah Student Privacy Laws”).
- B. The Use Agreement, as modified by this Utah Addendum to Use Agreement (“Addendum”), is intended to comply with the Utah Student Privacy Laws.
- C. Capitalized terms used, but not otherwise defined herein, will have the meaning assigned to them in the Use Agreement.

**ADDENDUM:**

1. Upon reasonable notice, Customer or Customer’s designee may conduct, at Customer’s expense, during normal business hours, under DMG’s supervision, and in compliance with all state and local law, audits with respect to Customer Data to the extent necessary to verify DMG’s compliance with the Use Agreement, including this Addendum. Without limiting the foregoing, in no event will DMG have any obligation to allow Customer to access any books, records, or data related to or obtained from customers other than Customer.
2. Pursuant to Section 53E-9-304 of the Utah Student Privacy Laws, each student owns Customer Data containing PII about that student. To the extent the second sentence of Section 2 of the Use Agreement conflicts with this Section 2, this Section 2 will control.
3. If it is determined that the Use Agreement, including this Addendum, fails to include a provision that is required by the Utah Student Privacy Laws, or if it is determined that that the Use Agreement, including this Addendum, includes a provision that violates the Utah Student Privacy Laws, the Use Agreement will be construed as if that provision had been included or not included (as the case may be) such that the Use Agreement complies in all respects with the Utah Student Privacy Laws.

*[signature page to follow]*

ACCEPTED and AGREED to by DMG effective as of **October 15, 2018**, by:

/s/ Roland H. Good

Roland H. Good, Ph.D., President  
Dynamic Measurement Group, Inc.  
859 Willamette St., Suite 320  
Eugene, OR 97401

phone: 541-431-6931  
fax: 866-211-1450  
e-mail: [info@acadiencelearning.org](mailto:info@acadiencelearning.org)

AGREED to by the undersigned Customer on \_\_\_\_\_, 20\_\_\_\_.  
(Month and Day) (Year)

CUSTOMER:

\_\_\_\_\_  
(Print name of Customer School District, Private School, or Multi-School Agency)

\_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Print Name of Representative)

\_\_\_\_\_  
(Title of Representative)

*If you have questions, please e-mail us at [info@acadiencelearning.org](mailto:info@acadiencelearning.org).*

Agreement Version: 2018-10-15ut