

**Louisiana 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 La. R.S. § 17:3914, as that law exists on the date of DMG's signature set forth below ("Louisiana Student Privacy Law").
- B. The Use Agreement, as modified by this Louisiana Addendum to Use Agreement ("Addendum"), is intended to comply with the Louisiana Student Privacy Law.
- 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 an audit to determine DMG's compliance with the privacy and security requirements of the Use Agreement, including this Addendum, and the Louisiana Student Privacy Law. Any such audit will be conducted under the direction of Customer's local school superintendent, at Customer's expense, during normal business hours, under DMG's supervision, and in compliance with all state and local law. Customer may not conduct more than one audit in any twelve-month period unless Customer has reason to believe DMG has breached the privacy and security requirements of the Use Agreement, including this Addendum, or the Louisiana Student Privacy Law. 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. Upon termination of the Use Agreement, DMG will facilitate the return of Customer Data to Customer by allowing Customer to export its Customer Data pursuant to Section 9 of the Use Agreement.
3. If it is determined that the Use Agreement, including this Addendum, fails to include a provision that is required by the Louisiana Student Privacy Law, or if it is determined that that the Use Agreement, including this Addendum, includes a provision that violates the Louisiana Student Privacy Law, 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 Louisiana Student Privacy Law.

*[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).*

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