Directions: To sign up for Acadience™ Data Management, follow these steps:

1. Type the contact information for the Customer's Authorized Representative (an employee who is authorized to agree to these terms for the Customer school district, private school, or administrative agency) on page 3 of this agreement.

2. Type the contact and billing information for the Acadience Data Management service on page 4 of this agreement.

3. Print this agreement and have the Customer's Authorized Representative sign page 3 after reading and agreeing to the terms.

4. Fax all four pages of the signed agreement, and your purchase order if available, to **866-211-1450**, or e-mail to info@acadiencelearning.org

   Or send to:
   Acadience Learning Inc.
   859 Willamette St., Suite 320
   Eugene, OR 97401

This Use Agreement ("Agreement") sets forth the terms and other provisions pursuant to which the school, school district, or other educational agency signing this Agreement below ("Customer") may use the Acadience Learning Inc. ("ALI") Acadience Data Management service ("Service").

1. **Term.** The term of this Agreement is one year. It begins on the effective date of Customer's acceptance set forth below and automatically renews for successive one year terms until terminated; however, ALI will only assess the Service Fee in academic years in which Customer enters Customer Data into the Service, as further described below in Section 4. Either party may terminate this Agreement at any time upon not less than thirty (30) days' prior written notice to the other party. Additionally, ALI may terminate this Agreement upon written notice to Customer if payment of the Service Fee is not made within thirty (30) days of the due date.

2. **Scope.** During the term of this Agreement, Customer may enter into the Service data relating to students, Acadience assessments, and other assessment or educational data ("Customer Data"). All Customer Data is the property of Customer, is controlled by Customer, and will be accessible to Customer (including, as further described below in Section 5, for purposes of deletion and modification) during the term of this Agreement. Customer Data is available to ALI only for the purposes described in Section 3 of this Agreement, and in no event will ALI (a) use Customer Data to target advertising to students; (b) use Customer Data to amass a profile of a student, except as necessary to provide the Service to Customer; (c) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (d) otherwise release or disclose Customer Data except as described in this Agreement. At any time, Customer may request that ALI delete all Customer Data containing "personally identifiable information" as that term is defined in 34 CFR § 99.3 ("PII"), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, ALI will honor that request as soon as is practicable.

3. **Purposes.** The purposes of this Agreement are (a) to provide Customer access to and use of Acadience Data Management; (b) to provide ALI with access to and use of Customer Data as necessary to provide the Service to Customer; and (c) to allow ALI, during and following the term of this Agreement, to access, analyze, publish, and otherwise use Customer Data for or in connection with research, development, and related purposes (collectively "Research Use"), but only in compliance with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated thereunder in 34 CFR Part 99. Accordingly, prior to Research Use of Customer Data, ALI will remove PII, thereby creating "de-identified" Customer Data that may be used for Research Use, consistent with the provisions of 34 CFR § 99.31(b).

4. **Fees.** Beginning with the first academic year in which Customer enters Customer Data into the Service, Customer will pay to ALI a fee for the use of the Service under this Agreement ("Service Fee") in the amount of $1 per student per academic year. The fee will be assessed in the Spring of the academic year, and due within thirty (30) days of receipt of invoice. This Service Fee may be changed by ALI with written notice to Customer, mailed or e-mailed to the address specified under Contact Information on page 3, not less than thirty (30) days prior to the beginning of the academic year in which the new Service Fee will take effect.

5. **Inaccuracies in Customer Data.** Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time using the correction and deletion tools available to Customer through the Service. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer.

6. **Security Policies.** In accordance with state and federal law, ALI will protect the confidentiality of Customer Data when modifying, disclosing, storing, destroying, or otherwise using such data. In particular, ALI will adhere to the following security procedures: (a) Customer Data will be stored in one or more password-protected servers; (b) ALI will provide Customer with one or more service accounts and associated passwords that are distinct from the accounts for other users of the Service and that allow Customer's personnel to access Customer Data through the Service during the term of this Agreement; (c) internet transfers of Customer Data between Customer and the Service will occur only through encrypted protocols; (d) all ALI staff with access to Customer Data containing PII will undergo background checks and receive training in data security and confidentiality; and (e) backup copies of Customer Data will be stored onsite and/or offsite in secure locations and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, will be destroyed upon the earliest of (i) ALI receiving a request from Customer to delete such data; (ii) this Agreement terminating or expiring; or (iii) ALI performing a regularly scheduled deletion of backups.

7. **Re-disclosure of Customer Data Containing PII.** ALI will only re-disclose Customer Data containing PII: (a) at the request of Customer; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes permitted by both federal law and the law of Customer's state. To request that ALI re-disclose Customer Data containing PII pursuant to Section 7(a), Customer must fill out a Data-Sharing Addendum (an "Addendum") that specifically names recipients that Customer desires ALI to re-disclose Customer Data to on behalf of Customer ("Authorized Recipients"). In completing and submitting an Addendum to ALI, Customer acknowledges and affirms that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. ALI will re-disclose Customer Data to Authorized Recipients on behalf of Customer through Service access or as otherwise requested by Customer and agreed to by ALI, in its sole discretion.

8. **Security Breach Notifications.** Within thirty (30) days of discovering an unauthorized release, disclosure or acquisition of Customer Data ("Security Breach"), ALI will notify Customer in writing that a Security Breach has occurred. ALI will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. If Customer elects to or is required to notify individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications.

9. **Effect of Termination.** After the termination of this Agreement, Customer will have 30 days to export its Customer Data (the "Export Period") by using the export tools available to Customer through the Service. Upon expiration of the Export Period: (a) Customer may not enter Customer Data into the Service, produce or export any reports or data sets from the Service, or otherwise access or use the Service; (b) ALI will delete all Customer Data containing PII from its live and backup servers as soon as is practicable; and (c) ALI may use de-identified Customer Data for Research Use as provided above in Section 3.

10. **Partial Invalidity.** If any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

11. **Survival.** The provisions of Section 3 and Section 9 will survive the expiration or termination of this Agreement.

ACCEPTED and AGREED to by ALI effective as of **September 17, 2019**, by:

/s/ Roland Good
_____

    Roland H. Good III, Ph.D., President
    Acadience Learning Inc.   phone: 541-431-6931
    859 Willamette St., Suite 320   fax: 866-211-1450
    Eugene, OR 97401   e-mail: info@acadiencelearning.org

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

CUSTOMER
AGENCY: _____
            (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)

            _____
            (Agency of mailing address, if different than above)

            _____
            (Mailing Address Line 1)

            _____
            (Mailing Address Line 2)

            _____
            (City)   (State or Province)   (Zip or Postal Code)

            _____
            (Country)

            _____
            (Phone)   (Fax)

            _____
            (E-Mail Address)

Agreement Version: 2019-09-17

Vendor Information:	Acadience Learning Inc.
	859 Willamette St., Suite 320
	Eugene, OR 97401
	phone: 541-431-6931
	fax: 866-211-1450
	e-mail: info@acadiencelearning.org

For internal use only:

Date received:_____   ☐ New account   ☐ Account transfer
Date set up:_____ Initials:_____   ☐ Billing update ☐ Demo/research _____

Directions: Please fill out the contact and billing information for the account before printing the Use Agreement. Include this page when faxing back the signed Agreement.

Contact Information:

_____
(Name)   (Title)

_____
(Agency)

_____
(Mailing Address Line 1)

_____
(Mailing Address Line 2)

_____
(City)   (State or Province)   (Zip or Postal Code)

_____
(Country)

_____
(Phone)   (Fax)

_____
(E-Mail Address)

Billing Information:

_____
(Name, if applicable)   (Title)

_____
(Agency)

_____
(Mailing Address Line 1)

_____
(Mailing Address Line 2)

_____
(City)   (State or Province)   (Zip or Postal Code)

_____
(Country)

_____
(Phone)   (Fax)

_____
(E-Mail Address)