



Services Order Form

Order #:  
Date:  
Offer Valid Through:

Q-295268-6  
2023-05-03  
2023-08-18

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Galveston Independent School District

Address:  
City:  
State/Province:  
Zip/Postal Code:  
Country:

P O Box 660  
Galveston  
Texas  
77553  
United States

Order Information

Billing Frequency: Annual Upfront  
Payment Terms: Net 30

Billing Contact

Name: Beth Parker  
Email: bethparker@gisd.org  
Phone: 409-766-5150

Primary Contact

Name: Eric Mueller  
Email: ericmueller@gisd.org  
Phone: +1 409 761 3947

**Billing Frequency Term:**  
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2023-09-01	2024-08-31	User	7,300	USD 8.32	USD 60,736.00
Recurring Sub-Total						USD 60,736.00
Year 1 Total						USD 60,736.00

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-09-01	2025-08-31	User	7,300	USD 8.74	USD 63,802.00
Recurring Sub-Total						USD 63,802.00
Year 2 Total						USD 63,802.00

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2025-09-01	2026-08-31	User	7,300	USD 9.17	USD 66,941.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 66,941.00
Year 3 Total						USD 66,941.00
<b>Grand Total:</b>						USD 191,479.00

#### Metrics and Descriptions:

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

#### Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

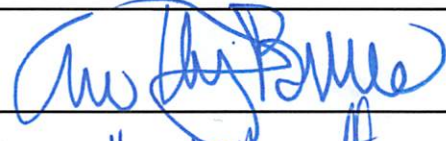
#### Notes

Sales order is to be associated with OMNIA partners contract number: R201402

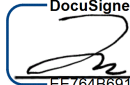
PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : <u>Yes 1m</u>
Please Enter (Yes or No): <u>Yes</u>	Please email all US state sales tax exemption certifications to <u>ar@instructure.com</u>
If yes, please enter PO Number: <u>9002300351</u>	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

#### Galveston Independent School District

Signature:	
Name:	<u>Jeff Macullo</u>
Title:	<u>CFO</u>
Date:	<u>6/29/23</u>

#### Instructure, Inc.

Signature:	DocuSigned by:  EE764B69151C4C8...
Name:	<u>Austin Holden</u>
Title:	<u>Manager, Deal Desk</u>
Date:	<u>6/29/2023</u>