



## Services Order Form

Order #: Q-381804-3  
Date: 2024-12-27  
Offer Valid Through: 2025-06-30

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

## Order Form For Frisco Independent School District

Address: 5515 Ohio Drive  
City: Frisco  
State/Province: Texas  
Zip/Postal Code: 75034  
Country: United States

**Order Information**  
Billing Frequency: Annually Upfront Upon Start Date  
Payment Terms: Net 30

**Billing Contact****Primary Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: Gary Nye  
Email: nyeg@friscoisd.org  
Phone: +1 214 714 2978

**Billing Frequency Term:**

Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery Item Bank Subscription	2025-07-01	2026-06-30	User	40,000	USD 2.15	USD 86,000.00
Mastery Connect Bundled Subscription	2025-07-01	2026-06-30	User	40,000	USD 191,200.00	USD 191,200.00
Desmos Tools & Calculators	2025-07-01	2026-06-30	User	40,000	USD 0.75	USD 30,000.00
Recurring Sub-Total						USD 307,200.00
Year 1 Total						USD 307,200.00
						<b>Grand Total:</b> USD 307,200.00

Deliverable	Description	Expiration	Qty
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A	40,000
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	40,000

<b>Deliverable</b>	<b>Description</b>	<b>Expiration</b>	<b>Qty</b>
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	40,000
Desmos Tools & Calculators	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	40,000

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

<b>3rd Party Product</b>	<b>Description</b>	<b>Expiration</b>	<b>Qty</b>
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	40,000
Desmos Tools & Calculators	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	40,000
Mastery Connect Subscription + GradeCam		N/A	1

#### **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.

**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>

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/mastertermsconditions>.

**The parties agree that Frisco ISD's indemnification obligations in Section 16 of the Master Terms and Conditions shall be to the extent allowable under Texas law.**

Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/policies/item-bank-addendum>.

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-addendum>

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

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

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

**Frisco Independent School District**

Signature:	<hr/>
Name:	<hr/>
Title:	<hr/>
Date:	<hr/>

**Instructure, Inc.**

Signature:	<hr/>
Name:	<hr/>
Title:	<hr/>
Date:	<hr/>