



Services Order Form

Order #:  
Date:  
Offer Valid Through:

Q-359133-4  
2024-10-17  
2024-12-16

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

Order Form For Galveston College

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

4015 Ave. Q  
Galveston  
Texas  
77550  
United States

Order Information

Billing Frequency: Annual Upfront  
Payment Terms: Net 30

Billing Contact

Name:  
Email:  
Phone:

Primary Contact

Name: Jason Smith  
Email: jsmith@gc.edu  
Phone: +1 409 944 1355

**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 Cloud Subscription	2024-12-17	2025-12-16	FTE	1,534	USD 36.73	USD 56,343.82
Recurring Sub-Total						USD 56,343.82
Year 1 Total						USD 56,343.82

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2025-12-17	2026-12-16	FTE	1,534	USD 38.57	USD 59,166.38
Recurring Sub-Total						USD 59,166.38
Year 2 Total						USD 59,166.38

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2026-12-17	2027-12-16	FTE	1,534	USD 40.50	USD 62,127.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 62,127.00
Year 3 Total						USD 62,127.00
Grand Total:						USD 177,637.20

Deliverable	Description	Expiration	Qty
Canvas Cloud Subscription	Canvas LMS Cloud Subscription: Per FTE	N/A	1,534

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.

Metrics and Descriptions:

**FTE:** FTE Metric is measured by the unduplicated 12-month full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage 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 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.

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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/mastertermsconditions>.

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.

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>

**Auto Renewal Terms**  
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

**Notes**  
Order form to be associated with OMNIA Contract #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 : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></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.

**Galveston College**

Signature:	
Name:	
Title:	
Date:	

**Instructure, Inc.**

Signature:	
Name:	Deal Desk
Title:	
Date:	

In Process

Certificate Of Completion

Envelope Id: 6A804655A577465395BD780D06FF4033

Subject: Instructure- Galveston College - 2024 Renewal

Source Envelope:

Document Pages: 4

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:  
Melissa Christensen  
6330 S 3000 E Ste 700  
Salt Lake City, UT 84121  
melissa.christensen@instructure.com  
IP Address: 44.229.102.225

Signatures: 0

Initials: 0

Record Tracking

Status: Original

Holder: Melissa Christensen

Location: DocuSign

10/17/2024 11:18:14 AM

melissa.christensen@instructure.com

Signer Events	Signature	Timestamp
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Jason Smith

jsmith@gc.edu

Director of Information Technology

Security Level: Email, Account Authentication (None)

Sent: 10/17/2024 11:18:34 AM

Viewed: 10/17/2024 11:31:04 AM

Electronic Record and Signature Disclosure:

Accepted: 10/17/2024 11:31:04 AM

ID: 83c6905e-bfa2-430f-8363-faefbd028eec

Deal Desk

Signing Group: Deal Desk

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Orders Instructure

orders@instructure.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/30/2024 2:09:00 PM

ID: 34aa4a2f-4de5-4b11-8686-a82733a0bbdf

Melissa Christensen

melissa.christensen@instructure.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Accepted: 5/4/2023 3:22:01 PM ID: b5325bac-008d-418b-970b-418f03bc8329		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2024 11:18:34 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Instructure, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ashley@instructure.com](mailto:ashley@instructure.com)

**To advise Instructure, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [ashley@instructure.com](mailto:ashley@instructure.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Instructure, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [ashley@instructure.com](mailto:ashley@instructure.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Instructure, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [ashley@instructure.com](mailto:ashley@instructure.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to



other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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