



# Services Order Form

Order #: Q-285529-2  
 Date: 2023-02-06  
 Offer Valid Through: 2023-06-15

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

## Order Form For Kimberly District

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Address: 141 Center Street West  
 City: Kimberly  
 State/Province: Idaho  
 Zip/Postal Code: 83341  
 Country: United States

### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

### Billing Contact

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

### Primary Contact

Name: Patty Dame  
 Email: pdame@kimberly.edu  
 Phone: +1 208 423 4170 ext. 3312

### 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	2023-07-01	2024-06-30	User	1,439	USD 4.74	USD 6,820.86
24x7 Support	2023-07-01	2024-06-30	20% of Subscription (Minimums Apply)	1	USD 2,500.00	USD 2,500.00
Tier 1 Support (Faculty Only)	2023-07-01	2024-06-30	10% of Subscription (Minimums Apply)	1	USD 1,000.00	USD 1,000.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2023-07-01	2024-06-30	Per Each	1,439	USD 3,399.00	USD 3,399.00
Recurring Sub-Total						USD 13,719.86
Year 1 Total						USD 13,719.86
<b>Grand Total:</b>						USD 13,719.86

Deliverable	Description	Expiration
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A
Tier 1 Support (Faculty Only)	Tier 1 support (faculty only) per year (10% of subscription - min \$1000)	N/A
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal.	

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:**

**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>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

**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): \_\_\_\_\_

*Please email all US state sales tax exemption certifications to ar@instructure.com*

If yes, please enter PO Number: \_\_\_\_\_

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

**Kimberly District**

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Signature:	_____
Name:	_____
Title:	_____
Date:	_____