



Services Order Form

Order #: Q-359325-1
 Date: 2024-02-28
 Offer Valid Through: 2024-06-17

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

Order Form For Memphis Merit Academy Charter

Address: 4775 American Way
 City: Memphis
 State/Province: Tennessee
 Zip/Postal Code: 38118
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Lakenna Booker
 Email: lbooker@memphismeritacademy.org
 Phone: +1 901 604 2066

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
Mastery Connect Bundled Subscription	2024-07-01	2025-06-30	User	300	USD 318.27	USD 5,781.00
Mastery View Predictive Assessments TN - Second Semester (2BA) - School Pricing - MVPA Pacing - Math;Science - 2;3;4;5;6	2024-07-01	2025-06-30	User	300	USD 8.80	USD 2,640.00
Individual Student Reports	2024-07-01	2025-06-30	User	300	USD 1.21	USD 363.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2024-07-01	2025-06-30	User	300	USD 4.25	USD 1,275.00
Recurring Sub-Total						USD 10,059.00
Year 1 Total						USD 10,059.00
Grand Total:						USD 10,059.00

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration	Qty
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	300
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	300
Mastery View Predictive Assessments TN - Second Semester (2BA) - School Pricing - MVPA Pacing - Math;Science - 2;3;4;5;6	Mastery View Predictive Assessments - Grade Levels	N/A	300
Individual Student Reports	Mastery View Individual Student Reports	N/A	300
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	300
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	300

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.

3rd Party Product	Description	Expiration	Qty
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	300

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
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

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>

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>.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/benchmark-assessment-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>

Notes

This quote is for Mastery View Predictive Assessments, Mastery Item Banks and Mastery Connect with GradeCam for Math, grades 2-6 and Science, grades 3-6 for 2 BA's a year. The first test for Math (gr 2-6) and Science (gr 3-6) will be a pre-test.

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

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.

Memphis Merit Academy Charter

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

Instructure, Inc.

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