



Services Order Form

Order #: Q-357342-2
Date: 2024-02-13
Offer Valid Through: 2024-03-31

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

Order Form For Reach Cyber Charter School

Address: 750 East Park Drive
City: Harrisburg
State/Province: Pennsylvania
Zip/Postal Code: 17111
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: JD Smith
Email: jsmith@reachcyber.org
Phone: (121) 541-0878

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 Credentials Subscription	2024-09-01	2025-08-31	User	8,000	USD 3.50	USD 28,000.00
Recurring Sub-Total						USD 28,000.00
Canvas Credentials Implementation Bundle			Per Implementation	1	USD 14,265.00	USD 14,265.00
Canvas Credentials - Credly Badge Class Migration			Per Each	1,000	USD 1.00	USD 1,000.00
Early Access Fee	2024-03-01	2024-08-31	Per Month	6	USD 0.00	USD 0.00
Non-Recurring Sub-Total						USD 15,265.00
Year 1 Total						USD 43,265.00
Grand Total:						USD 43,265.00

Deliverable	Description	Expiration	Qty
Canvas Credentials Subscription	Customer agrees that Canvas Credentials shall not be accessed or used by any User that is under 13 years of age and Customer shall not enroll any User in Canvas Credentials that is under 13 years of age. In no event shall Instructure be liable to Customer for any use of Canvas Credentials by a User that is under 13 years of age.	N/A	8,000
Early Access Fee	This is a fee assessed to provide time in the instance to play and create before the subscription term begins. No teaching shall be done during this period.		6

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.

Professional Services	Description	Expiration	Qty
Canvas Credentials Implementation Bundle		12 Months	1
Canvas Credential Academy	Access for unlimited users to the asynchronous course(s) in the Canvas Credentials Academy for the lesser of one year or the term of the contract. Canvas Credentials services are provided in English only.	12 Months	1
Canvas Credentials Instance Creation	Setup of one Credentials instance	12 Months	1
Canvas Credentials SSO Integration	Configuration of Canvas Credentials to authenticate against a supported SAML IDP or OAUTH provider for authentication of users into Canvas Credentials. Canvas Credentials services are provided in English only.	12 Months	1
Strategic Consulting - Remote Consultation (Hourly)	Hourly remote consultation with a member of our Strategic Services team. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Strategic services will provide a recommended plan for the consultation time, and customizations can be made based on client specific needs. Services that may be delivered include: <ul style="list-style-type: none"> * Interactive webinars on a variety of topics addressing rollout strategy and adoption best practices * Review and feedback of client's vision and goals * Review and feedback of client's strategic or change management plans * Consultation and guidance in development of a client change management strategy * Consultation and coaching on product adoption strategies and user buy-in * Guidance with Instructure products through institution initiatives * Planning templates, customizable frameworks, and resources that support planning or help with the connection between Instructure products and institution instructional frameworks and pedagogy Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.	12 Months	10
Canvas Credentials Virtual Professional Development Session	Remote customized Canvas Credentials professional development session for up to 90 minutes. Canvas Credentials services are provided in English only.	12 Months	4
Canvas Credentials White Label Setup	Customization of your Canvas Credentials instance. Customization options will include the following: <ul style="list-style-type: none"> * Application of Custom Logo * Selection of 2 theme styles and application of organization primary color applied to the theme * Customized landing page message * Selection of authentication providers allowed for login from list of supported providers * Adding external links to a customized menu * Customization of support links, powered by, and provided by language on the application footer Canvas Credentials services are provided in English only.	12 Months	1
Canvas Credentials Implementation - Standalone	Project Management: Instructure consultants will be assigned to implement Canvas Credentials for use with your existing non-Canvas LMS (excluding LTI setup and troubleshooting). All project management will be performed remotely. All Credentials services are provided in English only. Configuration: Configuration of one Credentials instance, including administrator creation and initial branding. Access to guides and troubleshooting assistance.	12 Months	1

Professional Services	Description	Expiration	Qty
Canvas Credentials - Credly Badge Class Migration	<p>Migration of Badge Classes from Credly to Canvas Credentials. For each 50 Badge Classes being migrated, Instructure will migrate up to 1 issuer. No assertions (awarded badges) will be migrated.</p> <p>Badge Class information must be provided to Instructure in one of the following formats:</p> <ul style="list-style-type: none"> - Credly API Access - Credly JSON files meeting the OBI standard <p>If Badge Class information is to be provided via API, customer must provide Instructure with an authorization token for the Credly API at least 2 weeks prior to the start of migration.</p>	12 Months	1,000

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>

Portfolio: <https://portfolio.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.

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>

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 10% 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.

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: _____	

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.

Reach Cyber Charter School

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

Instructure, Inc.

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