

INSTRUCTURE

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

Services Order Form

Order #:

Q-44070-4

Date:

1/22/2018

Offer Valid Through:

3/31/2018

Order Form For El Camino Real Charter HS

Address: 5440 Valley Circle Blvd
City: Woodland Hills
State/Province: California
Zip/Postal Code: 91367
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms:

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: David Hussey
Email: d.hussey@ecrchs.net
Phone: 818.595.7500

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2018	6/30/2019	User	3,650	USD 5.25	USD 19,162.50
24x7 Tier 1 Support (Faculty Only)	7/1/2018	6/30/2019	30% of Subscription (Minimums Apply)	1	USD 5,748.75	USD 5,748.75
Recurring Sub-Total						USD 24,911.25
Standard Implementation			Per Implementation	1	USD 0.00	USD 0.00
Non-Recurring Sub-Total						USD 0.00
Year 1 Total						USD 24,911.25

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2019	6/30/2020	User	3,650	USD 5.25	USD 19,162.50
Recurring Sub-Total						USD 19,162.50
Year 2 Total						USD 19,162.50

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	3,650	USD 5.25	USD 19,162.50

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 19,162.50
Year 3 Total						USD 19,162.50
Grand Total:						USD 63,236.25

Deliverable	Description	Expiration
Canvas Implementation	<p>As needed, your implementation will include the following:</p> <p>Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.</p> <p>Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>	N/A
Data Provisioning for Canvas Instance	<p>Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided.</p> <p>Your IC will also discuss and execute a remapping plan if you are switching Student Information Systems and remapping within Canvas is necessary.</p>	12 Months

The items above must be completed during the time period beginning on the Effective Date and ending pursuant to the timeframe set forth in the Expiration column above.

Subscription	Metric	Description
Canvas	User	Canvas K-12 subscription based on the number of full-time or part-time users (students, teachers, administrators) per year.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:
 Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>

Instructure's API policies can be found at:
 Canvas: <https://www.canvaslms.com/policies/api-policy>

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 tax exempt: _____
Please Enter (Yes or No): _____	<i>Please email any/all exemption certifications to ar@instructure.com.</i>
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

El Camino Real Charter HS

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

Instructure, Inc.

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

Instructure Terms and Conditions

This document outlines the contractual terms and conditions that apply to the provision of any products or services by Instructure, Inc. ("**Instructure**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "**Agreement**." Instructure and Customer may be referred to herein each as a "**party**" and together as the "**parties**."

1. Services. Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. "**Service(s)**" means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. "**User**" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.

2. Customer Restrictions and Responsibilities. Customer is solely responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by the terms and conditions of Customer's standard network usage agreement, and Customer agrees to reasonably enforce such terms and conditions against such User. Customer further agrees to: (a) maintain the confidentiality and security of passwords, (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and (d) notify Instructure promptly of any such unauthorized access or use of which it learns. Customer shall not (and shall not permit Users to): (i) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the Application Program Interface ("**API**") to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (ii) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or (iii) remove or modify any proprietary markings or restrictive legends in the Service.

3. Instructure Responsibilities. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the then-current standard terms of Instructure's customer support as specified in the Order Form.

4. Fees. As consideration for the subscription to the Service, Customer shall pay all fees ("**Fees**") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.

5. Service Standard. Instructure will use commercially reasonable efforts to make the Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer's sole and exclusive remedy for breach of the warranty in this Section 5 will be for Instructure to provide a credit as provided in this Section 5; provided that Customer notifies Instructure in writing of such claim within 30 days after Customer becomes eligible for such credit.

6. Representations and Warranties. Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 6, (i) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

7. Compliance. Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

8. Data. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other material uploaded by a User through the Service remain the sole property of Customer ("**Customer Content**"). Instructure may use the Customer Content solely to provide and improve the Services in accordance with this Agreement or Customer's instructions. As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, survey responses, and reports processed in the Service and the performance results for the Service (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.

9. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 15, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

10. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential or proprietary information, data or know-how disclosed by either party (in

such capacity, the “**Disclosing Party**”) to the other party (in such capacity, the “**Receiving Party**”), whether disclosed in writing, orally, electronically or by another means. Confidential Information shall include all information about the Disclosing Party’s businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets and other intellectual property and “know-how” and all other information, documents and materials that are delivered or otherwise disclosed by one party to the other, whether oral, written, visual or in some form, and whether or not identified as confidential. Confidential Information also includes (i) all analyses, compilations, forecasts, studies, summaries, notes, report, memoranda, interpretations, data and other materials, in whatever form, whether prepared by the Receiving Party or the Receiving Party’s representatives, which contain or are generated from the Confidential Information and (ii) the terms of this Agreement. Confidential Information shall not include information that: (a) is or becomes a matter of public knowledge through no fault of the Receiving Party; (b) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is identified by the Disclosing Party in writing as no longer confidential and proprietary.

11. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. “**Instructure Intellectual Property**” means (a) the Service, (b) all improvements, changes, enhancements and components thereof, (c) all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of providing the Service, and (d) all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

12. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements. Such feedback will be stored in an anonymous and aggregate form, and may be freely used by Instructure for any business purpose both during and after the Term.

13. Term and Termination. The term of this Agreement is specified in the Order Form (“**Term**”) and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 13. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

14. Suspension of Service. Instructure may monitor the Service for a violation of this Agreement or any applicable law or third party rights and may suspend access to the Service and remove applicable Customer Content to the extent and for the duration of any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension to the extent practical under the circumstances. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 14.

15. Indemnification. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer’s misuse of the Service; or (c) Customer’s use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure’s obligation to indemnify hereunder, terminate the Agreement with no liability to Customer along with the return of the unused portion of any prepaid fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys’ fees) arising out of any claim by a third party regarding: (a) an allegation that the Customer Content infringes or misappropriates the intellectual property right of that third party; or (b) use of the Service by Customer (or any User) in violation of this Agreement, Customer’s standard network usage agreement, or the Instructure Accepted Use Policy. The party seeking indemnification (the “**Indemnified Party**”) shall provide the other party (the “**Indemnifying Party**”) with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding without the Indemnified Party’s prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party’s rights or requiring the Indemnified Party to make any admission of liability.

16. General. Any notice by a party under this Agreement shall be in writing and either personally delivered or sent via email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 16. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User’s responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard principles of conflict of laws. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure’s prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 16, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer’s trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement, will survive (including, but not limited to, Sections 9, 10, 11, 15 and 16).