

MASTER SERVICES AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND INSTRUCTURE

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as “A&M SYSTEM”), and Instructure (hereafter referred to as “PROVIDER”). A&M SYSTEM and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

A&M SYSTEM and PROVIDER hereby agree as follows:

**1. SERVICES**

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which the A&M SYSTEM and its member universities and agencies may contract with the PROVIDER for the services and to license and use PROVIDER’s platform (“Services”). These Services include, but are not limited to, implementation and operation of the Canvas learning management system. Participating Member(s) will contract with PROVIDER by executing an order form (each an “Order Form”) with PROVIDER. The reference herein to “Member” or “Members” shall refer to the A&M SYSTEM or its member entity executing an Order Form. The A&M SYSTEM makes no guarantee of execution of an Order Form.
- B. The Order Form shall incorporate the specific Services requested by Member, the payment amount due to PROVIDER and the period of performance subject to the terms under this Agreement. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for the Services during the term of this Agreement and an Order Form shall reference this Agreement. The Order Form shall grant the Member a non-exclusive, non-sublicensable right and license to access and use the Services. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

**2. TERM AND TERMINATION**

- A. **Term.** The term of this Agreement begins on the Effective Date and continues for a period of five years unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for two (2) additional two (2) year periods upon mutual written agreement executed by the Parties.
- B. **Termination with Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within forty-five (45) days after receiving written notice of the breach. Furthermore, A&M SYSTEM may immediately terminate this Agreement if (i) the PROVIDER’s insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- C. **Termination without Cause.** A&M SYSTEM may terminate this Agreement at any time upon thirty (60) days prior notice to PROVIDER.

- D. **Termination of an Order Form.** The period of performance of any Order Form will be as provided in an Order Form. Either party to an Order Form may terminate such Order Form effective upon written notice to the other party if the other party materially breaches any term of this Agreement or an Order Form and fails to cure such breach within forty-five (45) days after receiving written notice of the breach. An Order Form may also be immediately terminated if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent. In the event that the Member terminates an Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any fees prepaid by the Member that cover Services that have not been delivered by PROVIDER as of the date of such termination. The termination of any one Order Form will not affect any other Order Form or this Agreement.

### 3. PAYMENT TERMS

- A. The A&M SYSTEM shall not pay any costs or fees as a direct result of this Agreement. The member identified in an Order Form will pay the amount due to PROVIDER under such Order Form. The fees paid by Member to PROVIDER for the Services requested under an Order Form shall be calculated based on the fee rate schedule attached as Exhibit A and made a part of this Agreement. The rate schedule may be renegotiated by the parties upon renewal of this Agreement. Additional rates and fees may be negotiated on a Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under an Order Form. Each invoice must reference an Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice within thirty (30) days of receipt in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. As an agency of the State of Texas, the A&M System and its Members are tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

### 4. DATA PRIVACY AND SECURITY

- A. The Member shall retain all right, title, and interest in and to all information, data or other content that the Member, its employees, contractors, students, or any other third party on behalf of Member enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement and the Order form (collectively, the "A&M System Data"). A&M System Data may include information relating to employees and students, including, but not limited to personally identifiable information, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.
- B. PROVIDER shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. PROVIDER shall only use or disclose A&M System Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, a Member's Order Form, as required by law, or as otherwise authorized in writing by the applicable Member. PROVIDER shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the A&M System Data in order for PROVIDER to perform its obligations under this Agreement and a Order Form. PROVIDER

shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement and PROVIDER agrees that it shall be responsible for its subcontractors' and agents' compliance with such obligations.

- C. PROVIDER must promptly notify the applicable Member of any legal request for A&M System Data from a third party and take (and assist Member in taking) appropriate steps not to disclose such A&M System Data.
- D. PROVIDER shall, within two (2) business days of discovery, report to the applicable Member any use or disclosure of A&M System Data not authorized by this Agreement or in writing by the applicable Member. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by the applicable Member.
- E. Within ninety (90) days of the expiration or termination of this Agreement or an Order Form, PROVIDER, as directed by a Member, shall provide Member the ability to perform a final export of all A&M System Data in the Services, and Provider will securely delete all A&M System Data in the Services (or in the possession of any of its subcontractors or agents) at the Member's option. Provider shall confirm such deletion in writing upon written request from the Member or A&M System.

## 5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement and an Order Form it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
- B. Confidential Information shall not include A&M System Data. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and an Order Form and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement and an Order Form, provided that they are subject to confidentiality obligations not less

restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.

- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement or an Order Form.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement or an Order Form for a period of one (1) year.

## **6. INTELLECTUAL PROPERTY**

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (i) it has the full right, power, and authority to grant the rights and licenses to Members; (iii) the Services will perform substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Members; and (iv) PROVIDER and each of its employees, subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to Members in a diligent, professional, workmanlike manner in accordance with industry standards.
- B. Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M SYSTEM, Members, and their regents, employees, and agents (collectively, the "A&M System Indemnitees") from any Claim arising from or related to an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party ("Infringement Claim"). If the Services become or are likely to become the subject of an Infringement Claim, then PROVIDER may, at its expense and option, either: (a) replace or modify the Services to make them non-infringing, while maintaining equivalent functionality; (b) procure for the Members the right to continue using the Services pursuant to this Agreement; or (c) terminate this Agreement and refund the Members, on a pro-rata basis, the amount of any prepaid fees.

## **7. COMPLIANCE WITH LAWS**

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- C. If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), Member hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with the applicable provisions of FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Member in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

## 8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless the A&M System Indemnitees from and against any third-party claim, damage, liability, expense or loss asserted against the A&M System Indemnitees (each, a “Claim”) arising out of PROVIDER’s intentional or willful misconduct under this Agreement, or

## 9. INSURANCE

Insurance requirements as stated within Exhibit B, attached hereto.

## 10. INFORMATION TECHNOLOGY

- A. **Electronic and Information Resources.** PROVIDER represents and warrants that the Canvas LMS (including mobile apps) and Canvas Studio offerings that it provides to a Member under this Agreement and an Order Form (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the “EIR Accessibility Warranty”). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to the Member, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, A&M SYSTEM and the Member may terminate this Agreement and/or an Order Form for cause as provided for in Section 2 of this Agreement. Provider represents and warrants that it is taking commercially reasonable

steps to improve the accessibility functions for Canvas Credentials, Impact by Instructure, and Canvas Catalog.

- B. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”), to safeguard and preserve the confidentiality, integrity, and availability of A&M System’s data in the Services (“Security Controls”). Upon written request by the Member, PROVIDER shall periodically provide the Member with evidence or certification of its compliance with the Security Controls within thirty (30) days of such request.
- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that the Services comply with the then-current requirements of TX-RAMP. Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide the Member with evidence of its TX-RAMP compliance and certification within thirty (30) days of the Member’s request. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, A&M System and the Member may terminate this Agreement and or an Order Form for cause as provided for in Section 2 of this Agreement.
- D. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to the Member’s computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by the Member. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to the Member within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for A&M SYSTEM and the Member to terminate this Agreement and/or an Order Form for cause.

## 11. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly

authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to Member. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M SYSTEM or Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. To the extent PROVIDER will be present on A&M SYSTEM or Member premises, PROVIDER and its employees shall observe and abide by all applicable A&M SYSTEM and Members policies, regulations, rules and procedures.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements (including use in customer lists and/or public filings and disclosures) that, in context, are not misleading and do not imply an endorsement of the other Party. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** Neither Party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other Party(s), which consent shall not be unreasonably withheld. Such consent shall not be required where the assignment is to any affiliate or to any surviving entity in a merger, acquisition or in the event of transfer of all or substantially all of its assets so long as the transferee entity assumes all rights, duties and obligations, including the obligation to pay, under this Agreement.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics,

natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M SYSTEM and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M SYSTEM:           The Texas A&M University System  
301 Tarrow St., Suite 273  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
E-mail: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

PROVIDER:               Instructure  
6330 South 3000 East, Suite 700  
Salt Lake City, UT 84121  
Attention: General Counsel  
Phone: 801-865-3034  
Email: [legal@instructure.com](mailto:legal@instructure.com)

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M SYSTEM or Members is to be in the county in which the principal office of A&M SYSTEM's or Member's governing officer is located.
- M. **Non-Waiver.** A&M SYSTEM and Members are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M SYSTEM and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M SYSTEM and Members.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260,



and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M SYSTEM, Members and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of A&M SYSTEM or the applicable Member, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M SYSTEM's or Member's sovereign immunity to suit or liability, and A&M SYSTEM and Members have not waived their right to seek redress in the courts.

- O. **Public Information Act.** PROVIDER acknowledges that A&M SYSTEM and Members are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M SYSTEM's and Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M SYSTEM or Members to A&M SYSTEM or Members in a non-proprietary format acceptable to A&M SYSTEM or Members that is accessible by the public. PROVIDER acknowledges that A&M SYSTEM and Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to a Member under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- R. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas, A&M SYSTEM and Members to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M SYSTEM and Member contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to A&M SYSTEM and Members and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.
- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- W. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- X. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- Y. **Loss of Funding.** Performance by A&M SYSTEM and Members under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M SYSTEM and Members will issue thirty (30) days prior written notice of its intent to terminate this Agreement to PROVIDER and A&M SYSTEM and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M SYSTEM and Members. In the event of a termination or cancellation under this Section, A&M SYSTEM and Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation. In the event of a termination or cancellation under this Section, there shall be no refunds for any pre-paid fees.
- Z. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM and Members from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M SYSTEM and Members during the twelve (12) month period

immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M SYSTEM or Members that was employed by A&M SYSTEM or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.

- AA. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System’s Board of Regents, nor any officer of A&M SYSTEM or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- BB. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- CC. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M SYSTEM or Members under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event A&M SYSTEM or Member becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M SYSTEM or Member will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M SYSTEM or Member.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

**Instructure**

DocuSigned by:  
BY: Jeff Zimmermann  
E2BE2924E69547F...

DocuSigned by:  
BY: Jeff Ebert  
929AB7BF4E93409...

Name: Jeff Zimmermann

Name: Jeff Ebert

Title: Executive Director, Procurement Services

Title: Director, Deal Desk & Pricing

Date: 3/18/2024

Date: 3/14/2024

## Exhibit A – Fee Rate Schedule

<b>CANVAS</b>				
Tier Range		Implementation		
Low (FTE)	High (FTE)	Essential	Standard	Premium
200	999	USD 8,680	USD 21,340	USD 67,630
1,000	1,999	USD 8,680	USD 21,340	USD 67,630
2,000	4,999	USD 9,680	USD 21,340	USD 69,630
5,000	9,999	USD 11,680	USD 22,340	USD 77,630
10,000	14,999	USD 14,680	USD 25,340	USD 85,630
15,000	19,999	USD 16,680	USD 27,340	USD 92,630
20,000	29,999	USD 16,680	USD 29,340	USD 99,630
30,000	59,999	USD 18,680	USD 29,340	USD 119,630
60,000	Above	USD 18,680	USD 29,340	USD 139,630

**CATALOG**

Catalog Implementation Bundle	<b>USD 5,350.00</b>
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* Payment Gateway Configuration	<b>USD 1,640.00</b>
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\* Optional Add-On

**STUDIO**

Studio - Implementation Bundle	<b>USD 1,620.00</b>
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**IMPACT**

Impact - Implementation Bundle	<b>USD 3,900.00</b>
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Impact - Instance Setup	USD 175.00
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Impact - Online Consulting	USD 2,400.00
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Impact - Technical Consulting	USD 1,325.00
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**CREDENTIALS**

Canvas Credentials Implementation Bundle <sup>1</sup>	<b>USD 4,320.00</b>
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Canvas Credentials Implementation Bundle <sup>2</sup>	<b>USD 5,370.00</b>
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* Canvas Credentials - SSO Integration	USD 2,375.00
* Canvas Credentials - 10 Strategic Consulting Hours	USD 2,000.00
* Canvas Credentials - 4 Virtual Professional Development Sessions	USD 2,000.00
* Canvas Credentials White Label Setup	USD 2,520.00

<sup>1</sup>Purchased with Canvas Implementation at the same time

<sup>2</sup> Purchased without Canvas Implementation

\* Optional Add-On

**Canvas LMS**

Canvas Subscription Pricing - Texas A&M University System										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
FTE (low)	FTE (high)	Canvas Subscription per FTE/User								
Product Minimum		Minimum \$5,000								
200	1,999	\$22.09	\$22.75	\$23.43	\$24.13	\$24.85	\$25.60	\$26.37	\$27.16	\$27.97
2,000	4,999	\$20.99	\$21.62	\$22.27	\$22.94	\$23.63	\$24.34	\$25.07	\$25.82	\$26.59
5,000	9,999	\$19.94	\$20.54	\$21.16	\$21.79	\$22.44	\$23.11	\$23.80	\$24.51	\$25.25
10,000	14,999	\$18.95	\$19.52	\$20.11	\$20.71	\$21.33	\$21.97	\$22.63	\$23.31	\$24.01
15,000	19,999	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60
20,000	29,999	\$15.34	\$15.80	\$16.27	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86	\$19.43
30,000	59,999	\$13.04	\$13.43	\$13.83	\$14.24	\$14.67	\$15.11	\$15.56	\$16.03	\$16.51
60,000	and up	\$12.46	\$12.83	\$13.21	\$13.61	\$14.02	\$14.44	\$14.87	\$15.32	\$15.78

Each contract will be a minimum of 5 years with the option to extend twice for a 24 month term

Canvas Subscription Pricing - Texas A&M University System										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Enrollment (low)	Enrollment (high)	Canvas Subscription per enrollment								
Product Minimum		Minimum \$5,000								
300	11,999	\$14.00	\$14.42	\$14.85	\$15.30	\$15.76	\$16.23	\$16.72	\$17.22	\$17.74
12,000	29,999	\$11.60	\$11.95	\$12.31	\$12.68	\$13.06	\$13.45	\$13.85	\$14.27	\$14.70
30,000	59,999	\$9.10	\$9.37	\$9.65	\$9.94	\$10.24	\$10.55	\$10.87	\$11.20	\$11.54
60,000	89,999	\$8.00	\$8.24	\$8.49	\$8.74	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14
90,000	119,999	\$7.50	\$7.73	\$7.96	\$8.20	\$8.45	\$8.70	\$8.96	\$9.23	\$9.51
120,000	179,999	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88	\$8.12	\$8.36	\$8.61	\$8.87
180,000	359,999	\$6.00	\$6.18	\$6.37	\$6.56	\$6.76	\$6.96	\$7.17	\$7.39	\$7.61
360,000	999,999	\$5.00	\$5.15	\$5.30	\$5.46	\$5.62	\$5.79	\$5.96	\$6.14	\$6.32

<b>Canvas Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Short Course-User (low)	Short Course-User (high)	<b>Canvas Subscription per short courses (user)- "Defined as one to four months"</b>								
Product Minimum		Minimum \$5,000								
300	500	\$13.00	\$13.39	\$13.79	\$14.20	\$14.63	\$15.07	\$15.52	\$15.99	\$16.47
501	999	\$11.56	\$11.91	\$12.27	\$12.64	\$13.02	\$13.41	\$13.81	\$14.22	\$14.65
1,000	2,499	\$11.23	\$11.57	\$11.92	\$12.28	\$12.65	\$13.03	\$13.42	\$13.82	\$14.23
2,500	4,999	\$11.08	\$11.41	\$11.75	\$12.10	\$12.46	\$12.83	\$13.21	\$13.61	\$14.02
5,000	9,999	\$10.98	\$11.31	\$11.65	\$12.00	\$12.36	\$12.73	\$13.11	\$13.50	\$13.91
10,000	14,999	\$10.65	\$10.97	\$11.30	\$11.64	\$11.99	\$12.35	\$12.72	\$13.10	\$13.49
15,000	19,999	\$9.15	\$9.42	\$9.70	\$9.99	\$10.29	\$10.60	\$10.92	\$11.25	\$11.59
20,000	39,999	\$8.74	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14	\$10.44	\$10.75	\$11.07
40,000	59,999	\$8.40	\$8.65	\$8.91	\$9.18	\$9.46	\$9.74	\$10.03	\$10.33	\$10.64
60,000	and up	\$8.06	\$8.30	\$8.55	\$8.81	\$9.07	\$9.34	\$9.62	\$9.91	\$10.21

<b>Canvas Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Short Course-Enrollment (low)	Short Course-Enrollment (high)	<b>Canvas Subscription per short courses (enrollment)- "Defined as one week to two months"</b>								
Product Minimum		Minimum \$5,000								
300	500	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88	\$8.12	\$8.36	\$8.61	\$8.87
501	999	\$6.22	\$6.41	\$6.60	\$6.80	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88
1,000	2,499	\$6.05	\$6.23	\$6.42	\$6.61	\$6.81	\$7.01	\$7.22	\$7.44	\$7.66
2,500	4,999	\$5.96	\$6.14	\$6.32	\$6.51	\$6.71	\$6.91	\$7.12	\$7.33	\$7.55
5,000	9,999	\$5.91	\$6.09	\$6.27	\$6.46	\$6.65	\$6.85	\$7.06	\$7.27	\$7.49
10,000	14,999	\$5.73	\$5.90	\$6.08	\$6.26	\$6.45	\$6.64	\$6.84	\$7.05	\$7.26
15,000	19,999	\$4.92	\$5.07	\$5.22	\$5.38	\$5.54	\$5.71	\$5.88	\$6.06	\$6.24
20,000	39,999	\$4.70	\$4.84	\$4.99	\$5.14	\$5.29	\$5.45	\$5.61	\$5.78	\$5.95
40,000	59,999	\$4.52	\$4.66	\$4.80	\$4.94	\$5.09	\$5.24	\$5.40	\$5.56	\$5.73
60,000	and up	\$4.34	\$4.47	\$4.60	\$4.74	\$4.88	\$5.03	\$5.18	\$5.34	\$5.50

<b>Canvas Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Micro Course-Enrollment (low)	Micro Course-Enrollment (high)	<b>Canvas Subscription per micro courses (enrollment)- "Defined as hours to one week"</b>								
Product Minimum		Minimum \$5,000								
300	500	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06	\$4.18	\$4.31	\$4.44

501	999	\$3.11	\$3.20	\$3.30	\$3.40	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94
1,000	2,499	\$3.02	\$3.11	\$3.20	\$3.30	\$3.40	\$3.50	\$3.61	\$3.72	\$3.83
2,500	4,999	\$2.98	\$3.07	\$3.16	\$3.25	\$3.35	\$3.45	\$3.55	\$3.66	\$3.77
5,000	9,999	\$ 2.96	\$3.05	\$3.14	\$3.23	\$3.33	\$3.43	\$3.53	\$3.64	\$3.75
10,000	14,999	\$2.87	\$2.96	\$3.05	\$3.14	\$3.23	\$3.33	\$3.43	\$3.53	\$3.64
15,000	19,999	\$2.46	\$2.53	\$2.61	\$2.69	\$2.77	\$2.85	\$2.94	\$3.03	\$3.12
20,000	39,999	\$2.35	\$2.42	\$2.49	\$2.56	\$2.64	\$2.72	\$2.80	\$2.88	\$2.97
40,000	59,999	\$2.26	\$2.33	\$2.40	\$2.47	\$2.54	\$2.62	\$2.70	\$2.78	\$2.86
60,000	99,999	\$2.17	\$2.24	\$2.31	\$2.38	\$2.45	\$2.52	\$2.60	\$2.68	\$2.76
100,000	139,999	\$2.07	\$2.13	\$2.19	\$2.26	\$2.33	\$2.40	\$2.47	\$2.54	\$2.62
140,000	179,999	\$1.96	\$2.02	\$2.08	\$2.14	\$2.20	\$2.27	\$2.34	\$2.41	\$2.48
180,000	219,999	\$1.86	\$1.92	\$1.98	\$2.04	\$2.10	\$2.16	\$2.22	\$2.29	\$2.36
220,000	259,999	\$1.75	\$1.80	\$1.85	\$1.91	\$1.97	\$2.03	\$2.09	\$2.15	\$2.21
260,000	Above	\$1.65	\$1.70	\$1.75	\$1.80	\$1.85	\$1.91	\$1.97	\$2.03	\$2.09

**Canvas Catalog**

<b>Catalog Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
FTE (low)	FTE (high)	<b>Catalog Subscription per FTE/User</b>								
Product Minimum		Minimum \$5,000								
200	1,999	\$6.00	\$6.18	\$6.37	\$6.56	\$6.76	\$6.96	\$7.17	\$7.39	\$7.61
2,000	4,999	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50	\$4.64	\$4.78	\$4.92	\$5.07
5,000	9,999	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06	\$4.18	\$4.31	\$4.44
10,000	14,999	\$3.00	\$3.09	\$3.18	\$3.28	\$3.38	\$3.48	\$3.58	\$3.69	\$3.80
15,000	19,999	\$2.50	\$2.58	\$2.66	\$2.74	\$2.82	\$2.90	\$2.99	\$3.08	\$3.17
20,000	29,999	\$2.00	\$2.06	\$2.12	\$2.18	\$2.25	\$2.32	\$2.39	\$2.46	\$2.53
30,000	59,999	\$1.95	\$2.01	\$2.07	\$2.13	\$2.19	\$2.26	\$2.33	\$2.40	\$2.47
60,000	and up	\$1.90	\$1.96	\$2.02	\$2.08	\$2.14	\$2.20	\$2.27	\$2.34	\$2.41

<b>Catalog Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Enrollment (low)	Enrollment (high)	<b>Catalog Subscription per enrollment</b>								
Product Minimum		Minimum \$5,000								
300	11,999	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06	\$4.18	\$4.31	\$4.44
12,000	29,999	\$ 3.00	\$3.09	\$3.18	\$3.28	\$3.38	\$3.48	\$3.58	\$3.69	\$3.80
30,000	59,999	\$2.50	\$2.58	\$2.66	\$2.74	\$2.82	\$2.90	\$2.99	\$3.08	\$3.17
60,000	89,999	\$2.00	\$2.06	\$2.12	\$2.18	\$2.25	\$2.32	\$2.39	\$2.46	\$2.53

90,000	119,999	\$1.74	\$1.79	\$1.84	\$1.90	\$1.96	\$2.02	\$2.08	\$2.14	\$2.20
120,000	179,999	\$1.50	\$1.55	\$1.60	\$1.65	\$1.70	\$1.75	\$1.80	\$1.85	\$1.91
180,000	359,999	\$1.25	\$1.29	\$1.33	\$1.37	\$1.41	\$1.45	\$1.49	\$1.53	\$1.58
360,000	Above	\$1.15	\$1.18	\$1.22	\$1.26	\$1.30	\$1.34	\$1.38	\$1.42	\$1.46

**Canvas Studio**

<b>Studio Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
FTE (low)	FTE (high)	<b>Studio Subscription per FTE/User</b>								
Product Minimum		Minimum \$5,000								
200	1,999	\$4.20	\$4.33	\$4.46	\$4.59	\$4.73	\$4.87	\$5.02	\$5.17	\$5.33
2,000	4,999	\$4.00	\$4.12	\$4.24	\$4.37	\$4.50	\$4.64	\$4.78	\$4.92	\$5.07
5,000	9,999	\$3.79	\$3.90	\$4.02	\$4.14	\$4.26	\$4.39	\$4.52	\$4.66	\$4.80
10,000	14,999	\$3.60	\$3.71	\$3.82	\$3.93	\$4.05	\$4.17	\$4.30	\$4.43	\$4.56
15,000	19,999	\$3.24	\$3.34	\$3.44	\$3.54	\$3.65	\$3.76	\$3.87	\$3.99	\$4.11
20,000	29,999	\$2.92	\$3.00	\$3.09	\$3.18	\$3.28	\$3.38	\$3.48	\$3.58	\$3.69
30,000	59,999	\$2.48	\$2.55	\$2.63	\$2.71	\$2.79	\$2.87	\$2.96	\$3.05	\$3.14
60,000	and up	\$2.41	\$2.48	\$2.55	\$2.63	\$2.71	\$2.79	\$2.87	\$2.96	\$3.05

<b>Studio Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
Enrollment (low)	Enrollment (high)	<b>Studio Subscription per enrollment</b>								
Product Minimum		Minimum \$5,000								
300	11,999	\$3.47	\$3.57	\$3.68	\$3.79	\$3.90	\$4.02	\$4.14	\$4.26	\$4.39
12,000	29,999	\$2.94	\$3.03	\$3.12	\$3.21	\$3.31	\$3.41	\$3.51	\$3.62	\$3.73
30,000	59,999	\$2.40	\$2.47	\$2.54	\$2.62	\$2.70	\$2.78	\$2.86	\$2.95	\$3.04
60,000	89,999	\$2.14	\$2.20	\$2.27	\$2.34	\$2.41	\$2.48	\$2.55	\$2.63	\$2.71
90,000	119,999	\$1.87	\$1.93	\$1.99	\$2.05	\$2.11	\$2.17	\$2.24	\$2.31	\$2.38
120,000	179,999	\$1.87	\$1.93	\$1.99	\$2.05	\$2.11	\$2.17	\$2.24	\$2.31	\$2.38
180,000	359,999	\$1.60	\$1.65	\$1.70	\$1.75	\$1.80	\$1.85	\$1.91	\$1.97	\$2.03
360,000	Above	\$1.33	\$1.37	\$1.41	\$1.45	\$1.49	\$1.53	\$1.58	\$1.63	\$1.68

**Impact by Instructure**

<b>Impact Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
FTE (low)	FTE (high)	<b>Impact Subscription per</b>								



		<b>FTE/User</b>								
Product Minimum		Minimum \$5,000								
200	1,999	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06	\$4.18	\$4.31	\$4.44
2,000	4,999	\$2.88	\$2.97	\$3.06	\$3.15	\$3.24	\$3.34	\$3.44	\$3.54	\$3.65
5,000	9,999	\$2.76	\$2.85	\$2.94	\$3.03	\$3.12	\$3.21	\$3.31	\$3.41	\$3.51
10,000	14,999	\$2.55	\$2.63	\$2.71	\$2.79	\$2.87	\$2.96	\$3.05	\$3.14	\$3.23
15,000	19,999	\$2.34	\$2.41	\$2.48	\$2.55	\$2.63	\$2.71	\$2.79	\$2.87	\$2.96
20,000	29,999	\$1.91	\$1.97	\$2.03	\$2.09	\$2.15	\$2.21	\$2.28	\$2.35	\$2.42
30,000	59,999	\$1.70	\$1.75	\$1.80	\$1.85	\$1.91	\$1.97	\$2.03	\$2.09	\$2.15
60,000	and up	\$1.49	\$1.53	\$1.58	\$1.63	\$1.68	\$1.73	\$1.78	\$1.83	\$1.88

**Canvas Credentials**

<b>Credentials Subscription Pricing - Texas A&amp;M University System</b>										
Subscription Start Date		07/01/2023	07/01/2024	07/01/2025	07/01/2026	07/01/2027	07/01/2028	07/01/2029	07/01/2030	07/01/2031
Subscription End Date		06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2028	06/30/2029	06/30/2030	06/30/2031	06/30/2032
FTE (low)	FTE (high)	<b>Credentials Subscription per FTE/User</b>								
Product Minimum		Minimum \$3,000								
200	1,999	\$3.20	\$3.30	\$3.40	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06
2,000	4,999	\$3.08	\$3.17	\$3.27	\$3.37	\$3.47	\$3.57	\$3.68	\$3.79	\$3.90
5,000	9,999	\$3.00	\$3.09	\$3.18	\$3.28	\$3.38	\$3.48	\$3.58	\$3.69	\$3.80
10,000	14,999	\$2.88	\$2.97	\$3.06	\$3.15	\$3.24	\$3.34	\$3.44	\$3.54	\$3.65
15,000	19,999	\$2.80	\$2.88	\$2.97	\$3.06	\$3.15	\$3.24	\$3.34	\$3.44	\$3.54
20,000	29,999	\$2.56	\$2.64	\$2.72	\$2.80	\$2.88	\$2.97	\$3.06	\$3.15	\$3.24
30,000	59,999	\$2.40	\$2.47	\$2.54	\$2.62	\$2.70	\$2.78	\$2.86	\$2.95	\$3.04
60,000	and up	\$2.20	\$2.27	\$2.34	\$2.41	\$2.48	\$2.55	\$2.63	\$2.71	\$2.79

**Support**

**Tier 1:**

Description	Cost
One-time setup fee	\$500
Per annual FTE/User subscription	\$3.50 (or a minimum of \$3,000)

\* Tier 1 Support requires the purchase of 24x7 Support as well

**24/7:**

Description	Cost
One-time setup fee	free
Per annual FTE/User subscription	20% of Canvas subscription cost (\$3,000 minimum)

**Training Portal****Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars**

FTE (low)	FTE (high)	Training
200	999	USD 6,000.00
1,000	1,999	USD 6,000.00
2,000	4,999	USD 8,000.00
5,000	9,999	USD 15,000.00
10,000	14,999	USD 20,000.00
15,000	19,999	USD 25,000.00
20,000	29,999	USD 30,000.00
30,000	59,999	USD 50,000.00
60,000	79,999	USD 70,000.00

Training Portal Premium is a flat fee bases of the FTE of the Canvas contract.

**Training Portal Standard - Core + Advanced On-Demand Content**

FTE (low)	FTE (high)	Training
200	999	USD 4,000.00
1,000	1,999	USD 4,000.00
2,000	4,999	USD 4,000.00
5,000	9,999	USD 4,000.00
10,000	14,999	USD 4,000.00

15,000	19,999	USD 4,000.00
20,000	29,999	USD 4,000.00
30,000	59,999	USD 4,000.00
60,000	79,999	USD 4,000.00

**Training Portal Essential - Core On-Demand Content**

<b>FTE (low)</b>	<b>FTE (high)</b>	<b>Training</b>
200	999	USD 2,000.00
1,000	1,999	USD 2,000.00
2,000	4,999	USD 2,000.00
5,000	9,999	USD 2,000.00
10,000	14,999	USD 2,000.00
15,000	19,999	USD 2,000.00
20,000	29,999	USD 2,000.00
30,000	59,999	USD 2,000.00

## Exhibit B - Insurance

1. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. Except as otherwise specified herein, all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance, MEMBER shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to MEMBER at least thirty days before the effective date of the cancellation.

### A. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for MEMBER. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

### B. Automobile Liability

Business auto liability insurance covering all non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

### C. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

### D. Umbrella Liability Insurance \$5,000,000

### E. Cyber Liability

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

2. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form (ACORD 25 form acceptable) verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Upon request, PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form (ACORD 25 form acceptable) verifying the continued existence of all required insurance after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must include The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER, through a Blanket Additional Insured Endorsement. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
4. All insurance policies must provide a waiver of subrogation in favor of the Board of Regents, A&M System and MEMBER through a blanket waiver of subrogation.
5. PROVIDER will provide notice to MEMBER thirty (30) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy. Any deductible or self-insured retention must be declared to MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
6. Certificates of Insurance and Blanket Additional Insured Endorsements as required by this Agreement will be forwarded to: [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu)
7. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.
8. Certificate Holder should read as follow:

The Board of Regents for and on Behalf of The Texas A&M University System  
The Texas A&M University System  
301 Tarrow St.  
College Station, TX 77840

## Exhibit C – Provider’s Master Terms and Conditions

These terms and conditions apply to the provision of the products or services identified on the Order Form 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. Instructure and Customer are referred to in this Agreement each as a “**party**” and together as the “**parties.**”

- 1. Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the “**Service**”). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. 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 terms described on the Order Form. For purposes of this Agreement, “**User**” means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.
- 2. Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure’s policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface (“**API**”) will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
- 3. Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “**AUP**”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.
- 4. Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or

agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

- 5. Instructure Warranties.** Instructure warrants that: (a) it shall 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; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (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. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT 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, INSTRUMENT DOES NOT WARRANT: (A) THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (B) THE VALIDITY, FAIRNESS OR QUALITY OF ANY CONTENT PROVIDED BY INSTRUMENT. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.
- 6. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
- 7. Service Standard.** Instructure will use commercially reasonable efforts to make each 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 Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service 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 not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.
- 8. Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that:

(a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

- 9. Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service (“**Customer Content**”) remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer’s instructions.
- 10. Data Use.** Customer agrees that data derived from Instructure’s provision of the Service or Customer’s use of the Service (“**Usage Data**”) may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
- 11. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively “**Third-Party Services**”). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
- 12. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, 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 SERVICE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTIONS 6.B AND 8 OF THIS AGREEMENT AND SOLE AND EXCLUSIVE REMEDIES IN SECTION 5, 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 OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY (“CAP”), PROVIDED THAT DAMAGES ARISING OUT OF OR RELATING TO A BREACH OF INSTRUMENT’S OBLIGATIONS UNDER SECTION 4 AND 5 OF THIS AGREEMENT SHALL BE SUBJECT TO A HIGHER CAP, THREE (3) TIMES THE CAP. Damages arising out of or relating to a breach of Instructure’s obligations under Section 4 and 5 of this Agreement (a “Security Breach”) shall include all Reasonable Out of Pocket Remediation Costs incurred by Customer. Reasonable Out of Pocket Remediation Costs consist of: (a) commercially reasonable out-of-pocket expenses for investigation and remediation of the Security Breach, including legally-required notifications of Customer’s end users of the Instructure-caused Security Breach; (b) the actual costs of credit monitoring services in the event that exposed information could be used to commit financial identity theft or fraud; and (c) the actual costs of payments, fines, penalties, or sanctions imposed by a court, tribunal, arbitration panel, government body or regulatory agency for an Instructure-caused Security Breach. Customer must document all such Reasonable Out-of-Pocket Remediation costs and, upon Instructure’s request, those costs must be validated by an independent third party chosen by both parties. For avoidance of doubt, the Reasonable Out-of-Pocket Costs reimbursed by Instructure hereunder will be characterized as direct damages and not as indirect, consequential, special or incidental damages excluded in the Agreement and constitute Instructure’s sole financial responsibilities to Customer in the event of a Security Breach.
- 13. 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. 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, translations and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; (d) all individual questions on any assessment, as well as all revisions, modifications, translations, or other adaptations or transformations thereof; and (e) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

- 14. Suspension of Service.** Instructure may suspend a User’s access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section
- 15. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by 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 18. 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 and, if by email, to [legal@instructure.com](mailto:legal@instructure.com). For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and 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.