

INSTRUCTURE

Services Order Form

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

Order #: Q-78525-2

Date: 5/3/2019

Offer Valid Through: 5/30/2019

Order Form For Boone County School District (KY)

Address: 8330 Us 42
City: Florence
State/Province: Kentucky
Zip/Postal Code: 41042
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Casey Jaynes
Email: casey.jaynes@boone.kyschools.us
Phone: _____

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	6/30/2019	6/29/2020	User	13,000	USD 4.00	USD 52,000.00
24x7 Support	6/30/2019	6/29/2020	20% of Subscription (Minimums Apply)	1	USD 10,400.00	USD 10,400.00
Recurring Sub-Total						USD 62,400.00
Year 1 Total						USD 62,400.00

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	6/30/2020	6/29/2021	User	13,000	USD 4.00	USD 52,000.00
24x7 Support	6/30/2020	6/29/2021	20% of Subscription (Minimums Apply)	1	USD 10,400.00	USD 10,400.00
Recurring Sub-Total						USD 62,400.00
Year 2 Total						USD 62,400.00

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	6/30/2021	6/29/2022	User	13,000	USD 4.00	USD 52,000.00
24x7 Support	6/30/2021	6/29/2022	20% of Subscription (Minimums Apply)	1	USD 10,400.00	USD 10,400.00
Recurring Sub-Total						USD 62,400.00
Year 3 Total						USD 62,400.00
Grand Total:						USD 187,200.00

Deliverable	Description	Expiration
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

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: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>

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

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

Boone County School District (KY)

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

Acceptable Use Policy

Effective as of January 11, 2018

Instructure, Inc.'s (and its affiliate(s)) (referenced herein as "Instructure") Acceptable Use Policy rules and guidelines (referenced herein collectively as the "AUP GUIDELINES") cover and govern each individual end user's (referenced herein with "you" or with "your") use and access to Instructure's services and websites (referenced herein as the "SERVICE"). Instructure's Privacy Policy explains how or whether Instructure (referenced herein with "we" "our" and "us") collects and uses your personally identifiable information. BY USING OUR SERVICE, YOU'RE AGREEING TO USE THE SERVICE IN ACCORDANCE WITH THESE AUP GUIDELINES, AND TO REVIEW INSTRUCTURE'S PRIVACY POLICY. PLEASE ALSO NOTE THAT THESE AUP GUIDELINES AND THE PRIVACY POLICY ARE SUBJECT TO CHANGE. PLEASE REVIEW THE APPLICABLE CURRENT VERSIONS HERE AND HERE [HTTPS://WWW.CANVASLMS.COM/POLICIES/PRIVACY](https://www.canvaslms.com/policies/privacy) OR [HTTPS://GETBRIDGE.COM/POLICIES/PRIVACY](https://getbridge.com/policies/privacy) AND [HTTPS://WWW.INSTRUCTURE.COM/POLICIES/ACCEPTABLE-USE](https://www.instructure.com/policies/acceptable-use). IF YOU DO NOT AGREE TO BE BOUND BY THESE AUP GUIDELINES OR DISAGREE WITH THE PERSONALLY IDENTIFIABLE INFORMATION COLLECTION AND USE PRACTICES, YOU SHOULD AND MAY NOT ACCESS OR USE THE SERVICE.

LICENSE GRANT

These AUP Guidelines provide to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditioned upon your continued compliance with these AUP Guidelines. Instructure reserves all rights not granted in the AUP Guidelines.

YOUR CONTENT & YOUR PERMISSIONS

When you use our Service, you provide us with things like your files, content, messages, etc. ("Your Content"). Your Content is yours. You represent that you have all necessary right, power, and authority to use the Service and share Your Content and will comply with all applicable laws when doing so. These AUP

Guidelines don't give us any rights to Your Content except for the limited rights that enable us to offer the Service. We need your permission to do things like host Your Content, back it up, or share it when you ask us to. This permission extends to our trusted third parties we work with. You therefore give us, and third parties (with whom we work) permission to use, display, host, share, and back up Your Content. By submitting Your Content, you also permit us to identify you by your username and as the contributor of Your Content.

SHARING YOUR CONTENT

Our Service lets you share Your Content with others, so please think carefully about what you share. By using the Service, you agree to do so responsibly and to not misuse the Service or help anyone else do so. This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious or otherwise objectionable content (except as necessary for legitimate instructional purposes, but in all cases in compliance with applicable laws and regulations);
- modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- harm, harass, threaten, or impersonate any person or violate the rights of any third party;
- probe, scan, or test the vulnerability of any system or network;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or its related systems or networks;
- introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you haven't been invited to;

- access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- sell or re-sell the Service unless specifically authorized to do so;
- copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
- remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or
- violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Instructure in any way.

YOUR RESPONSIBILITIES

You must provide all equipment necessary to access the Service and are responsible for all fees incurred when accessing the Service. Additionally, you're responsible for your conduct and Your Content and your compliance with these AUP Guidelines. Content in the Service may be protected by others' intellectual property rights. You therefore agree that you won't copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so. We may review your conduct and content for compliance with these AUP Guidelines and remove content from the Service at any time and without notice. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Service. You agree also to safeguard your password to the Service, make sure that others don't have access to it, and keep your account information current.

THIRD PARTY WEBSITES

The Service may contain links to third-party websites that are not under our control. We are not responsible for such third-party websites.

OUR PROPERTY

The Service is protected by copyright, trademark, and other US and foreign laws. These AUP Guidelines don't grant you any right, title, or interest in the Service or others' content in the Service. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

INFRINGEMENT

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in a way that constitutes infringement, please provide our designated agent with the following information:

- A. an electronic or physical signature of the person authorized to act on behalf of the rights owner;
- B. a description of the content you claim is being infringed;
- C. a description or link to the location of the material claim is infringing;
- D. your physical address, telephone number and e-mail address;
- E. a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law;
- F. a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

Contact information for Instructure's designated agent for notice of claims of infringement is as follows: General Counsel; 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121; legal@instructure.com. Instructure may also take any appropriate action in the event it receives a proper counter-notice under the law.

TERMINATION & RIGHT TO SUSPEND

You're free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your

Content if you're not complying with these AUP Guidelines, or using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others' use of the Service or, in our sole opinion, reason, cause harm. All provisions of these AUP Guidelines, which by their nature should survive, will survive termination of the Service.

SERVICE "AS IS"

INSTRUCTURE AND ITS PARTNERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS." IN ADDITION, WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

LIMITATION OF LIABILITY

YOU EXPRESSLY ABSOLVE AND RELEASE INSTRUCTURE FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND INSTRUCTURE'S CONTROL. YOU FURTHER AGREE THAT IN NO EVENT SHALL INSTRUCTURE AND ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, OR ANY LOSS OF USE, DATA BUSINESS, OR PROFITS. THIS WILL BE REGARDLESS OF WHETHER OR NOT INSTRUCTURE OR ANY OF ITS PARTNERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, INSTRUCTURE AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR MORE THAN ANY AMOUNTS RECEIVED BY INSTRUCTURE FROM YOU AS A RESULT OF YOUR PERSONAL USE OF THE SERVICE IN THE 12 MONTHS PRECEDING YOUR CLAIM. IF YOU HAVE NOT PAID INDIVIDUALLY ANY AMOUNTS IN THE 12 MONTHS PRECEDING YOUR CLAIM, INSTRUCTURE'S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN \$50. MOREOVER, INSTRUCTURE SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT, AND YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICE, YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO USE OF THE SERVICE OR BREACH OF THESE AUP GUIDELINES.

CONTROLLING LAW

These AUP Guidelines and your use of the Service will be interpreted, governed and construed by the laws of Delaware law except for its conflicts of laws

principles, unless otherwise agreed in a separate written agreement with Instructure or as required by a mandatory law of a competent jurisdiction.

ENTIRE AGREEMENT

These AUP Guidelines set forth terms governing your use of the Service, and supersede and replace any other prior or contemporaneous agreements applicable to the subject matter of these AUP Guidelines. These AUP Guidelines create no third-party beneficiary rights. These AUP Guidelines shall inure to the benefit of Instructure and its respective legal representatives, successors, and assigns.

WAIVER, SEVERABILITY & ASSIGNMENT

Instructure's failure to enforce a provision is not a waiver of its right to do so later. You may not assign any of your rights under these AUP Guidelines, and any such attempt will be void. Instructure may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service. If any provision of these AUP Guidelines is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these AUP Guidelines will remain in full force and effect.

MODIFICATIONS

We may revise these AUP Guidelines from time to time, and will always post the most current version [HERE](#). If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by and subject to the revised AUP Guidelines.

NOTICES

For any notices relating to these AUP Guidelines, you may contact Instructure by sending an email to legal@instructure.com.

Thu, 01/11/2018 - 00:00

Instructure Privacy Policy

Last Updated: November 17, 2017

Instructure, Inc. (“INSTRUCTURE”) is committed to protecting your privacy. We have prepared this Privacy Policy to describe our practices regarding the personal information that may be collected from users of our websites, including <https://www.instructure.com> and <http://www.canvas.net> and any other sites that link to this Privacy Policy (“SITE”), Instructure’s Canvas iOS and Android Applications (“APPS”), and other related educational services (“SERVICES”). By submitting personal information through our Site, Apps, or Services, you expressly consent to the processing of your personal information in the U.S. in accordance with this Privacy Policy. The use of personal information collected through our service shall be limited to the purposes described in this Privacy Policy.

FOR EU AND EEA RESIDENTS

Instructure complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union (“EU”) and Switzerland to the United States (“U.S.”) respectively, as that term is defined in the Privacy Shield Framework. Instructure has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. Instructure is committed to subjecting all personal data received from the EU and Switzerland, in reliance on the Privacy Shield Framework, to the Framework’s applicable principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce’s Privacy Shield List: <https://www.privacyshield.gov/list>.

Instructure’s privacy policy, as provided below, describes the types of personal information that Instructure collects, the types of third parties to which it discloses personal data, and the purposes for which it does so. Instructure collects contact and demographic information to respond to requests or to personalize and deliver the services. Instructure transfers this information to third parties acting as

an agent on its behalf. Instructure is accountable for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party. Instructure complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

Residents of the EU and Switzerland have the right to access the personal information that Instructure maintains, and in some cases, may have the right to correct or amend information that is inaccurate or has been processed in violation of the Privacy Shield Principles, to the extent allowed by law. To exercise this right, contact us at privacy@instructure.com. To learn more about the choices you have over your personal information, please see the subsection below entitled, “Your Choices Regarding Your Personal Information.”

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Instructure is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Instructure may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Residents of the EU and Switzerland with inquiries or complaints regarding this Privacy Policy should first contact Instructure at:

privacy@instructure.com
6330 S 3000 E, STE 700
Salt Lake City, UT 84121
(801) 869.5000

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>. Under certain conditions, more fully described on the Privacy Shield [website](#), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

DATA YOU PROVIDE TO US.

We collect information from you, such as first and last name, gender, e-mail and mailing addresses, professional title, company name, and password when you

create an account to log in to our network. When you order Services on our Site or Apps, you provide us or our third party payment processor with information necessary to complete the transaction, which may include your name, credit card information, billing information, and shipping information. We also may retain information on your behalf, such as files and messages that you store using your account. If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the e-mail. When you participate in one of our surveys, we may collect additional profile information. We also collect other types of personal information and demographic information that you provide to us voluntarily.

DATA COLLECTED VIA TECHNOLOGY.

To make our Site, Apps, and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit. We also use cookies and web beacons (as described below) and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and which you viewed. Like most Internet services, we automatically gather this data and store it in log files each time you visit our Site, use our Apps, or access your account on our network. We may link this automatically-collected data to personally identifiable information.

“COOKIES” are small pieces of information that a website sends to your computer’s hard drive while you are viewing a website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site.

“WEB BEACONS” are digital images we use to log information on our Site and in our emails. We use web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We also use web beacons to tell if you open or act on our emails.

“FLASH COOKIES” are used to store your preferences such as volume control or to display content based upon what you view on our websites to personalize your

visit. Third party partners who provide certain features on our websites, such as videos, may place Flash cookies on your device. They may use Flash cookies to track your Web browsing activity and to display personalized advertising. Flash cookies are different from other cookies because of the amount of, type of, and way in which data is stored. Cookie management tools provided by your browser usually will not remove Flash cookies. To learn more about Flash cookies, who has placed Flash cookies on your device, and how to manage privacy and storage settings for Flash cookies click

here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#117118. We do not control the privacy practices of the third parties who place or track Flash cookies and this privacy policy does not cover their practices. You should visit the privacy policies of companies who place Flash cookies to understand their practices.

Most web browsers are set to accept cookies by default. If you prefer, you can typically remove and reject cookies from our Site with your browser settings. If you remove or reject our cookies, it will affect how our Site and Services work for you.

ANALYTICS. We use analytics services to help analyze how users use the Site and Apps. These services use cookies and scripts to collect and store information such as how users interact with our Apps, errors users encounter when using our apps, device identifiers, how often users visit the Site, what pages they visit, and what other sites they used prior to coming to the Site. We use the information we get from Google Analytics only to improve our Site, our Apps, and our Services. Please see the following links for more information about Google

Analytics: http://www.google.com/privacy_ads.html, <http://www.google.com/privacy.html>, and <http://www.google.com/analytics/tos.html>. We do not tie the information gathered using third party analytics to your personally identifiable information.

BLOGS/FORUMS.

Our Site and Apps offer a publicly accessible blog and community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. Anytime you post on our blog please be aware that you may be posting using a third party application and we have no access or control over this information. Our privacy policy does not

cover the practices of these third parties. Your interaction with these third party applications is governed by the privacy policy of the company providing it.

TESTIMONIALS.

We display personal testimonials of satisfied customers on our Site in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at privacy@instructure.com.

USE OF YOUR DATA.

In general, personal information you submit to us is used either to respond to requests that you make, or to aid us in serving you better. Instructure uses your personal information in the following ways: to create and maintain your account; to identify you as a user in our system; to operate, maintain, and improve our Site, Apps, and Services; to personalize and improve your experience; to send you administrative e-mail; to respond to your comments or inquiries; to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity; and to make telephone calls to you, from time to time, as a part of secondary fraud protection or to solicit your feedback with your permission.

DISCLOSURE OF YOUR PERSONAL INFORMATION.

We will share your personal information with third parties only in the ways that are described in this privacy policy or with your consent.

AFFILIATES. Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, "AFFILIATES"), we may in the future. We may share some or all of your information with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy.

THIRD PARTY SERVICE PROVIDERS. We may share your personal information with third party service providers for the sole purpose of providing you with the Services that we offer you through our Site. For example, we may share data with service providers who host our websites or provide email services on our behalf.

OTHER DISCLOSURES. Instructure may disclose information about you if it believes such disclosure is necessary to (a) comply with laws or to respond to lawful requests and legal process; or (b) protect or defend the rights, safety, or property of Instructure, users of the Services, or any person including to enforce

our agreements, policies, and terms of use or (c) in an emergency to protect the personal safety of any person.

We may also share information about you in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In the event that information is shared in this manner, notice will be posted on our Site.

We may also share de-identified and/or aggregated data with others for their own uses.

NOTICE TO CALIFORNIA RESIDENTS - YOUR CALIFORNIA PRIVACY RIGHTS (AS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1798.83). California's "Shine the Light" law, Civil Code section 1798.83, requires certain businesses that share customer personal information with third parties for the third parties' direct marketing purposes to respond to requests from California customers asking about the businesses' practices related to such information-sharing. Alternately, such businesses may have in place a policy not to disclose a customer's personal information to third parties for the third parties' direct marketing purposes if the customer has exercised an option to opt-out of such information-sharing. We have such a policy in place. As described in our Privacy Policy, you can opt-out of our sharing of your personal information with third parties for the third parties' direct marketing purposes by emailing us at privacy@instructure.com. To find out more about your opt-out rights, please review our Privacy Policy or contact us by e-mailing privacy@instructure.com or writing Instructure, Inc. 6330 S 3000 E, STE 700 Salt Lake City, UT 84121. Please note that under California law businesses are only required to respond to a customer making such a request once during any calendar year.

SOCIAL NETWORKING PLATFORMS.

We may allow you to connect and share information with certain social networking platforms ("SOCIAL NETWORKING PLATFORMS") (e.g., a Facebook application). By choosing to use these Social Networking Platforms, you allow Instructure to share information with the Social Networking Platform. For example, you might use an application to publish Instructure related notices on your Facebook wall. If you do not want us to continue to provide your

information to the Social Networking Platform, you may change your privacy settings in the Social Networking Platform.

You can also access certain features of our Site using Social Networking Platforms. These services will authenticate your identity and provide you the option to share certain personal information with us such as your name, email address, and other personal information to pre-populate an application.

We do not control the privacy practices of the Social Networking Platforms and sign-in services you choose to use and this privacy policy does not cover their practices, you should visit the privacy policies of any Social Networking Platform or sign-in service you choose to use to understand their practices.

CHANGES TO PERSONAL INFORMATION. You may change some of your personal information in your account by editing your profile within the Service. You may also request changes or deletions by e-mailing us at the e-mail address set forth below. We will respond to your request, when permitted by law, within 30 days. We may be unable to delete information that resides in our archives.

SECURITY OF YOUR PERSONAL INFORMATION

Instructure takes reasonable steps to help protect your personal information in an effort to prevent unauthorized access, use, or disclosure. Despite these measures, you should know that Instructure cannot fully eliminate security risks associated with personal information. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. Any content you post while using the Services is at your own risk. If you have any questions about security on our Site or Apps, you can contact us at the contact information set forth below.

CONTACT INFORMATION

Instructure welcomes your comments or questions regarding this Privacy Policy. Please e-mail us at privacy@instructure.com or contact us at the following address or phone number:

Instructure, Inc.
6330 S 3000 E, STE 700
Salt Lake City, UT 84121
(801) 869.5000

CHANGES TO THIS PRIVACY POLICY.

Instructure may change this Privacy Policy from time to time. If we make any changes to this Policy, we will change the "Last Updated" date above. If such changes are material, a notice of the changes will be posted along with the revised Privacy Policy. We encourage you to visit this page from time to time for the latest on our privacy practices.

Fri, 11/17/2017 - 00:00

<https://www.canvaslms.com/policies/terms-of-use>

AGREEMENT BETWEEN YOU AND INSTRUCTURE

Last Updated Date: August 30th, 2016

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS") CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF INSTRUCTURE, INC. ("INSTRUCTURE") WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE "WEBSITE") IN ANY WAY, INCLUDING USING THE SERVICES ENABLED VIA THE WEBSITE (THE "SERVICES") BY INSTRUCTURE OR USERS OF THE SITE ("USERS"), CLICKING THE "I ACCEPT" CHECK BOX, OR MERELY BROWSING THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

The Services include, but are not limited to, a learning management system that entities ("ENTITIES") may subscribe to and provide to their instructors and learners ("INSTRUCTORS" and "LEARNERS") in connection with courses (each, a "COURSE"). Instructure provides an account that enables a designated User to manage the Services, manage Learner and Instructor access to the Services, and provide general support on behalf of an Entity. "User" means any user of the Services, including Learners, and Instructors.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY INSTRUCTURE IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Instructure will make a new copy of the Terms available at the Website. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have registered to use the Services, we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new Users of the Website or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing User. Instructure may require you

to provide consent to the updated Terms in a specified manner before further use of the Website or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. USE OF THE SERVICES AND INSTRUCTURE PROPERTIES. The Website, the Services, and the information and content made available (“CONTENT”) by Instructure on the Website and in the Services (collectively, the “INSTRUCTURE PROPERTIES”) are protected by copyright laws throughout the world. Subject to the Terms, Instructure grants you a limited license to reproduce portions of the Instructure Properties for the sole purpose of using the Services for your personal purposes or, in the event you are an Instructor, your educational purposes.

1.1 APPLICATION LICENSE. Instructure also provides a mobile application (the “APPLICATION”) for use with the Services. Your use of the Application is governed by the End User License Agreement that accompanies the Application in the marketplace where you download it.

1.2 CERTAIN RESTRICTIONS. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Instructure Properties, (b) you shall not use framing techniques to enclose any trademark, logo, or other Instructure Properties; (c) you shall not use any metatags or other “hidden text” using Instructure’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Instructure Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website; (f) except as expressly stated herein, no part of the Instructure Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Instructure Properties. Any future release, update or other addition to the Instructure Properties shall be subject to the Terms. Instructure, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Instructure Properties terminates the licenses granted by Instructure pursuant to the Terms.

2. REGISTRATION. In order to access certain features of the Instructure Properties you must create an account (“ACCOUNT”). Certain features are only available to Instructor Accounts.

2.1 INSTRUCTOR ACCOUNTS. If you an Instructor, Instructure will provide you with access to an Instructor Account, provided that you (1) provide any necessary information about you and/or your school when registering the Account (“REGISTRATION DATA”) and (2) accept the Terms. Using your Instructor Account, you may create invitations for Learner Accounts by generating invite codes that you

may provide to your Students. You will be responsible for any activities, including any violation of the Terms that occur under Student Accounts created using your Instructor Account.

2.2 LEARNER ACCOUNTS. To create a Learner Account, you must (1) be provided with access to an account invite code by an Instructor, (2) provide us with any Registration Data requested in the registration form, and (3) accept the Terms.

2.3 REGISTRATION DATA. In registering for the Services, you agree to (1) provide true, current, and complete Registration Data; and (2) maintain and promptly update the Registration Data to keep it true, current, and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Instructure immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Instructure Properties if you have been previously removed by Instructure, or if you have been previously banned from any of the Instructure Properties.

2.4 SOCIAL NETWORKING SERVICES. We may permit you to login to the Services with your login credentials from certain social networking sites (e.g., Facebook) ("SNS"). If you log in or otherwise associate your Account with your login credentials from such SNS, we may receive information about you from such SNS, in accordance with the terms and conditions (e.g., terms of use and privacy policy) of the SNS ("SNS TERMS"). If you elect to share your information with these SNS, we will share information with them in accordance with your election. The SNS Terms of such SNS will apply to the information we disclose to them.

2.5 NECESSARY EQUIPMENT AND SOFTWARE. You must provide all equipment and software necessary to connect to the Instructure Properties, including but not limited to, a mobile device that is suitable to connect with and use the Application. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Instructure Properties.

3. PAYMENT TERMS. Some of the Courses offered as part of the Services are available to Learners in exchange for a fee. You may purchase such Courses by following the directions on the Site. If you purchase a Course, you agree to pay the then-current applicable Course fee listed on the Site ("COURSE FEES") and Instructure will bill the credit card or PayPal account you submit in purchasing the Course. All payments are refundable according to Instructure's standard refund policy or the refund policy posted on the applicable Course enrollment page, if any. In the event of a conflict between Instructure's standard refund policy and the refund policy posted on a Course enrollment page, the Course enrollment page will control. You hereby authorize Instructure to bill your credit card or PayPal account, as applicable, for the Course Fees as described above. Course Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any Course Fee cannot be charged to your credit card or PayPal account for any reason, Instructure may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied

within seven (7) days after receiving such notice of non-payment, Instructure may terminate your access to the applicable Course

4. RESPONSIBILITY FOR CONTENT.

4.1 TYPES OF CONTENT. You acknowledge that all Content, including the Instructure Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Instructure, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("MAKE AVAILABLE") through the Instructure Properties ("YOUR CONTENT"). Other Users of the Instructure Properties, and not Instructure, are similarly responsible for all Content such other Users Make Available through the Instructure Properties ("USER CONTENT").

4.2 NO OBLIGATION TO PRE-SCREEN CONTENT. You acknowledge that Instructure has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Instructure reserves the right in its sole discretion to pre-screen, refuse, or remove any Content that (1) violates any law or regulation, (2) violates these Terms, including the User Code of Conduct set forth in Section 5.4 hereof, and/or (3) otherwise creates liability for Instructure.

5. OWNERSHIP.

5.1 INSTRUCTURE PROPERTIES. Except with respect to Your Content and User Content, you agree that Instructure and its suppliers own all rights, title and interest in the Instructure Properties. Instructure's name and other related graphics, logos, service marks and trade names used on or in connection with the Instructure Properties are the trademarks of Instructure and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Instructure Properties are the property of their respective owners.

5.2 YOUR CONTENT. Your Content shall at all times remain your sole property and you agree that you have no right, title or interest in or to any other Content that appears on or in the Instructure Properties. You represent that you have all necessary right, power and authority to post Your Content to the Instructure Properties. You agree to allow Instructure and its applicable contractors to freely host, reproduce, transmit, modify, display and otherwise use Your Content (in whole or in part) as reasonably necessary to provide the Services to you, and in accordance with Instructure's agreement with your Entity, if applicable.

5.3 YOUR ACCOUNT. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in the Instructure Properties, you hereby expressly permit Instructure to identify you by your username as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

5.4 USER CODE OF CONDUCT. As a condition of use, you agree not to use the Instructure Properties for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, content on the Instructure Properties or on your profile that (i) encourages illegal activities, is fraudulent, or is unlawful; (ii) insults, defames, harasses, or threatens others; (iii) violates the copyright or intellectual property or privacy rights of others; (iv) contains obscene, vulgar, pornographic, or libelous material; (v) harms or impersonates others, including other Users; or (vi) advertises or sells a product or service. Do not reproduce content from your Course or

other Learners unless allowed by the express copyright terms laid out by the Instructor (e.g. Creative Commons). Do not share the solutions to assignments with others unless this is expressly authorized by the Instructor. Do not submit the work of others as your own work. Respect the privacy of other Users. Respect the diversity of opinions and cultures that will be presented by other Users. Do not attempt or engage in, any potentially harmful acts that are directed against the Instructure Properties, including but not limited to violating or attempting to violate any security features of the Instructure Properties, introducing viruses, worms, or similar harmful code into the Instructure Properties, or interfering or attempting to interfere with use of the Instructure Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Instructure Properties. If you believe that someone has violated this code of conduct, begin by notifying the Instructor of the Course. If the issue is not addressed by the Instructor to your satisfaction, contact conduct@canvas.net with your concerns.

5.5 FEEDBACK. You agree that submission of any ideas, suggestions, documents, and/or proposals to Instructure through its suggestion, feedback, wiki, forum or similar pages ("FEEDBACK") is at your own risk and that Instructure has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Instructure a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Instructure Properties.

6. INVESTIGATIONS. Instructure may, but is not obligated to, monitor or review the Instructure Properties and Content at any time. Without limiting the foregoing, Instructure shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Instructure does not generally monitor user activity occurring in connection with the Instructure Properties, if Instructure becomes aware of any possible violations by you of any provision of the Terms, Instructure reserves the right to investigate such violations, and Instructure may, at its sole discretion, terminate your license to use the Instructure Properties, or change, alter or remove Your Content, in whole or in part.

7. INTERACTIONS WITH OTHER USERS.

7.1 USER RESPONSIBILITY. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that Instructure reserves the right, but has no obligation, to intercede in disputes among Users. You agree that Instructure will not be responsible for any liabilities incurred as the result of such interaction.

7.2 CONTENT PROVIDED BY OTHER USERS. The Instructure Properties may contain User Content provided by other Users. Instructure is not responsible for and does not control User Content. Instructure has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

8. THIRD-PARTY WEBSITES.

8.1 THIRD-PARTY WEBSITES. The Instructure Properties may contain links to third-party websites ("THIRD-PARTY WEBSITES"). When you click on a link to a Third-Party Website, we will not warn you that you have left the Instructure Properties and are subject to separate terms and conditions or privacy policies. Such Third-Party Websites are not under the control of Instructure. Instructure is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

8.2 APP STORES. You acknowledge and agree that the availability of the Application and the Services is dependent on the third-party from which you received the Application, e.g., the Apple or Android app stores.

9. INDEMNIFICATION. You agree to indemnify, defend, and hold Instructure, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "INSTRUCTURE PARTIES") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Instructure Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Instructure reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Instructure in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the Instructure Properties.

10. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE INSTRUCTURE PROPERTIES IS AT YOUR SOLE RISK, AND THE INSTRUCTURE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. INSTRUCTURE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INSTRUCTURE PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE INSTRUCTURE PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE INSTRUCTURE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INSTRUCTURE PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE INSTRUCTURE PROPERTIES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE INSTRUCTURE PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND

ANY DEVICE YOU USE TO ACCESS THE INSTRUCTURE PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. INSTRUCTURE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INSTRUCTURE OR THROUGH THE INSTRUCTURE PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. LIMITATION OF LIABILITY.

11.1 DISCLAIMER OF CERTAIN DAMAGES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL INSTRUCTURE PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTRUCTURE PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT INSTRUCTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE INSTRUCTURE PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE INSTRUCTURE PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE INSTRUCTURE PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON INSTRUCTURE PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE INSTRUCTURE PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

11.2 CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL INSTRUCTURE PARTIES BE LIABLE TO YOU FOR MORE THAN FIFTY DOLLARS (\$50).

11.3 USER CONTENT. INSTRUCTURE PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4 NO LIABILITY FOR CONDUCT OF THIRD PARTIES OR OTHER USERS. YOU ACKNOWLEDGE AND AGREE THAT INSTRUCTURE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD INSTRUCTURE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE INSTRUCTURE PROPERTIES. YOU UNDERSTAND THAT INSTRUCTURE DOES

NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE INSTRUCTURE PROPERTIES.

11.5 BASIS OF THE BARGAIN. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INSTRUCTURE AND YOU.

12. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is Instructure's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Instructure by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Instructure Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Instructure Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Instructure's Copyright Agent for notice of claims of copyright infringement is as follows: Howard Baik; 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121; legal@instructure.com.

13. TERM AND TERMINATION.

13.1 TERM. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Instructure Properties, unless terminated earlier in accordance with the Terms.

13.2 TERMINATION OF SERVICES BY INSTRUCTURE. If you have breached any provision of the Terms, or if Instructure is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), Instructure has the right to suspend or terminate any Services provided to you or to delete any of Your Content. You agree that all terminations for cause shall be made in Instructure's sole discretion and that Instructure shall not be liable to you or any third-party for any termination of your Account. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also may include deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. Instructure will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14. GENERAL PROVISIONS.

14.1 ELECTRONIC COMMUNICATIONS. The communications between you and Instructure use electronic means, whether you visit the Instructure Properties or send Instructure e-mails, or whether Instructure posts notices on the Instructure Properties or

communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Instructure in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Instructure provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect any statutory rights you may have.

14.2 RELEASE. You hereby release Instructure Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Website Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the Instructure Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

14.3 ASSIGNMENT. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Instructure's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Instructure may assign its rights and obligations under these Terms to a third party without your consent.

14.4 FORCE MAJEURE. Instructure shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14.5 COMPLIANCE. If you believe that Instructure has not adhered to the Terms, please contact Instructure by emailing us at legal@instructure.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

14.6 ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY. Please read this Arbitration Agreement carefully. It is part of your contract with Instructure and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Instructure that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and Instructure, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute

("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Instructure should be sent to: Attn: Legal Department, 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121. After the Notice is received, you and Instructure may attempt to resolve the claim or dispute informally. If you and Instructure do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) Time Limits. If you or Instructure pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Instructure, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms.

The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Instructure.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Instructure in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND INSTRUCTURE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Instructure.

(m) Small Claims Court. Notwithstanding the foregoing, either you or Instructure may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject To Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement.

(p) Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah, for such purpose.

14.7 GOVERNING LAW. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Utah, consistent with the Federal Arbitration Act, without giving effect to any conflicts of law principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.8 NOTICE. Where Instructure requires that you provide an e-mail address to access certain features of the Instructure Properties, you are responsible for providing Instructure with your most current e-mail address. In the event that the last e-mail address you provided to Instructure is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Instructure's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Instructure at the following address: Attn: Legal Department, 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121. Such notice shall be deemed given when received by Instructure by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.9 WAIVER. Any waiver or failure by Instructure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.10 SEVERABILITY. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.11 ENTIRE AGREEMENT. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

These terms of use govern unless your institution has negotiated a set of terms of use with Instructure. Please check with your institution if there are any questions.