



Services Order Form

Order #: Q-342291-1
Date: 2024-03-01
Offer Valid Through: 2024-06-17

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

Order Form For Covington Independent School District - KY

Address: 25 E Seventh St
City: Covington
State/Province: Kentucky
Zip/Postal Code: 41011
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name:
Email:
Phone:

Name: Scott Alter
Email: scott.alter@covington.kyschools.us
Phone: +1 859 392 1000

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Includes rows for Mastery Connect Bundled Subscription, Online PD Subscription, Item Bank Subscription, and a Year 1 Total row.

Table with 4 columns: Deliverable, Description, Expiration, Qty. Includes rows for Mastery Connect Subscription and Mastery Connect Student Licensing - GradeCam.

Deliverable	Description	Expiration	Qty
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A	3,000

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

3rd Party Product	Description	Expiration	Qty
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	3,000

Professional Services	Description	Expiration	Qty
Mastery Connect Online PD Subscription	Unlimited access for faculty and staff users to online training video library.	N/A	1

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/master-terms-and-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/policies/item-bank-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

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

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Covington Independent School District - KY

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

Instructure, Inc.

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