



Services Order Form

Order #: Q-305412-1
Date: 2023-05-09
Offer Valid Through: 2023-06-30

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

Order Form For Boone County School District (KY)

Address: 8330 US Highway 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

Primary Contact

Name:
Email:
Phone:

Name: Bonita Bolin
Email: bonita.bolin@boone.kyschools.us
Phone: +1 859 384 4640

Billing Frequency Term:

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

Year 1

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas LMS Cloud Subscription, 24x7 Support, Recurring Sub-Total, and Year 1 Total.

Year 2

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas LMS Cloud Subscription and 24x7 Support.

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 5,040.00
Year 2 Total						USD 5,040.00
Grand Total:						USD 10,032.00

Deliverable	Description	Expiration	Qty
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A	1

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.

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.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

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>
 Folium: <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.

Terms and Conditions

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

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

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

PURCHASE ORDER 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: _____


TAX INFORMATION

Check here if your company is exempt from US state sales tax : _____

Please email all US state sales tax exemption certifications to ar@instructure.com

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

Boone County School District (KY)

Signature:	
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

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



Services Order Form

Order #: Q-233003-2
Date: 2022-05-19
Offer Valid Through: 2022-06-15

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

Order Form For Boone County School District (KY)

Address: 8330 US Highway 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

Primary Contact

Name:
Email:
Phone:

Name: Jenny Watson
Email: jenny.watson@boone.kyschools.us
Phone: +1 859 384 7200

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. Rows include Canvas Cloud Subscription, 24x7 Support, Recurring Sub-Total, and Year 1 Total.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas Cloud Subscription and 24x7 Support for Year 2.

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 64,896.00
Year 2 Total						USD 64,896.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2024-06-30	2025-06-29	User	13,000	USD 4.20	USD 54,600.00
24x7 Support	2024-06-30	2025-06-29	20% of Subscription (Minimums Apply)	1	USD 10,920.00	USD 10,920.00
Recurring Sub-Total						USD 65,520.00
Year 3 Total						USD 65,520.00
Grand Total:						USD 194,688.00

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.

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

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

Terms and Conditions

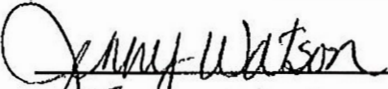
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

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

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>

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

Boone County School District (KY)

Signature:	
Name:	Jenny Watson
Title:	Asst. Sup.
Date:	6.2.22

Instructure, Inc.

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

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **Instructure, Inc.** (“Vendor”), and is intended to amend, modify, and supplement the Instructure Services Order Form (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

1.5 “Services” means the products and services more fully described in the Agreement.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian. Notwithstanding anything in this Addendum, Vendor is permitted to subcontract cloud-related infrastructure elements of the Services to third-parties which includes the processing of District Data, Confidential Student Information, and Education Records to allow Vendor to fulfill its obligations under the Agreement (collectively, the “Cloud Providers”). Vendor shall require each Cloud Provider to agree to a written agreement containing obligations of confidentiality, security, and privacy that are no less stringent than those contained this Addendum.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties' Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any District Data exchanged during the course of this Agreement. All District Data and Confidential Student Information transmissions in and out of the Services are encrypted using TLS (v1.2 or later) forward-secrecy-compliant ciphers (e.g. ECDHE-ECDSA-AES128-GCM-SHA256), to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify BCS and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any Confidential Student Information onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. The Services shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where Confidential Student Information or District Data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents or breaches affecting District Data, Confidential Student Information, or Education Records at rest, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student's parent/guardian. Vendor shall not in any case process Confidential Student Information or District Data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose,

or otherwise process Confidential Student Information for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District by contacting the Director of Technology located at 8270 US 42, Florence, KY 41042 in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information (as that term is defined in KRS 61.931) in the possession of Vendor. The notice to the District shall include all information the Vendor or any Cloud Provider have with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information (as that term is defined in KRS 61.931) in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) upon written request from the District, Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District

Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon ninety (90) days after termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall securely delete all District Data in the Services, its subcontractors, or agents. Upon expiration or termination of the Agreement or written request from District, Vendor will provide District with access to, and the ability to carry out a final export of, all District Data stored in the Services in: (i) Common Cartridge format; or (ii) such other open industry standard format as may be agreed by the Parties, and District must complete that final export within a commercially reasonable period of time, not in any event to be more than three months after termination of the Agreement. Upon written request from the District, Vendor shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such request.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the

Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

Instructure, Inc.

By: Daisy Bennett _____

Date: 02/12/2024

Printed Name: Daisy Bennett

Title/Position: Associate General Counsel