



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

## Order Form

**Order:** Q-539306-1

**Date:** 2026-02-23

**Order Valid Through:** 2026-06-29

### Order Form for Boone County School District (KY)

#### Bill to Information

**Entity Name:** Boone County School District (KY)

**Address:** 8330 US Highway 42

**City:** Florence

**State/Province:** Kentucky

41042

**Country:** United States

#### Billing Contact

**Name:**

**Email:**

**Phone:**

#### Ship to Information

**Entity Name:** Boone County School District (KY)

**Address:** 8330 US Highway 42

**City:** Florence

**State/Province:** Kentucky

**Zip/Postal Code:** 41042

**Country:** United States

#### Shipping Contact

**Name:** Stephanie Younger

**Email:** stephanie.younger@boone.kyschools.us

**Phone:** +1 859 283 1003

#### Billing Information

**Billing Frequency:** Annual Upfront

**Billing Frequency Term:** Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

**Payment Terms:** Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2026-06-30	2027-06-29	Recurring	User	14,000	USD 4.94	USD 69,160.00
S2	24x7 Support	2026-06-30	2027-06-29	Recurring	20% of Subscription (Minimums Apply)	1	USD 13,832.00	USD 13,832.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 82,992.00	USD 0.00	USD 82,992.00
<b>Total</b>	<b>USD 82,992.00</b>	<b>USD 0.00</b>	<b>USD 82,992.00</b>

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	14,000.00
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	1.00

#### Quote Special Terms

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.

**User Clause:** 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.

**User Typical Use Clause:** 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.

**Payment Terms - Renewal Order Form:** 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.

**Product Special Terms**

Instructure's support terms are available as follows: <https://www.instructure.com/canvas/support-terms>

**Terms and Conditions**

**Governing Terms:** This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>

**Data Processing Addendum:** The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

**Conflict Clause:** 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):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></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.

**Boone County School District (KY)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

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 Order Form Q-539306 (and any terms incorporated therein) (hereinafter, the “Agreement”).

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

**NOW THEREFORE**, in consideration 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. Prohibition Against Use of District IP.** 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.

**Section 2. 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. District agrees that in the event of an Open Records Request from a third party, District shall promptly notify Vendor of such request prior to public disclosure and, upon Vendor’s request, shall work with Vendor to redact any of Vendor’s requested Confidential Information (as defined in the Agreement) or data to the extent permitted under the foregoing act.

**Section 3. 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 personal data as defined by KRS 61.931 provided by District or its end users to Vendor, or other violations of the Parties’ Agreement, in addition to, and not in limitation of, other legal remedies required to be provided to the District under applicable state and federal law.

**Section 4. Availability of Funds.** Notwithstanding any termination provisions contained in the Agreement, the District’s obligations under the Agreement are expressly contingent

upon the availability and lawful appropriation of funds. In the event that sufficient funds are not appropriated, allocated, or otherwise made available to the District for the purpose of making payments under the Agreement, the District shall have the right to terminate the Agreement, in whole or in part, upon written notice to the Vendor. Such termination shall be effective as of the date specified in the notice and shall not constitute a breach of the Agreement. District confirms that appropriation, allotment and allocation of funds are beyond its control. In the event of termination pursuant to this Section, there shall not be a refund of any prepaid fees. Upon termination for lack of funding, the District shall have no further obligation to make payments for services not performed as of the effective date of termination, and no liability or obligation of any kind shall accrue or be incurred by the District beyond that date.

**Section 5. Limitation on Indemnification.** To the extent the Agreement contains any provisions obligating the District to indemnify, defend, or hold harmless the Vendor, such provision shall be effective only to the extent permitted by Kentucky law. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity or governmental immunity of the District, its Board, officers, employees, or agents.

Any indemnification obligation of the District is expressly limited by Section 177 of the Kentucky Constitution and all other applicable provisions of Kentucky law, including restrictions on the creation of debt and the expenditure of public funds. The District does not agree to indemnify or hold harmless any party for liabilities or obligations that exceed or are inconsistent with those legal limitations.

**Section 6. 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.

**Section 7. 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: 6/11/2026

Printed Name: Mr. Jesse Parks

Title/Position: Board of Education Chairperson

**INSTRUCTURE, INC.**

DocuSigned by:  
By:   
.4C2B4AB3D0AB432...

Date: 5/20/2026

Printed Name: Lou Little

Title/Position: Manager, Deal Desk