

INSTRUCTURE SUPPLEMENTAL ADDENDUM TO INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT AND STANDARD ADDENDUM

This Instructure Supplemental Addendum ("Supplemental Addendum") is entered into between the School Board of Hernando County ("Board") and Instructure, Inc. ("Contractor") and supplements and modifies the Independent Contractor / Consultant Agreement and the Standard Addendum to Agreements with the Hernando County School Board (collectively, the "Agreement") entered into between the parties.

1. Order of Precedence. In the event of any conflict between this Supplemental Addendum, the Agreement (including the Standard Addendum), and any Order Form executed between the parties, the following order of precedence shall apply: (i) the applicable Order Form; (ii) this Supplemental Addendum; (iii) the Standard Addendum; (iv) the Independent Contractor / Consultant Agreement.

2. Nature of Services. The parties acknowledge that Contractor provides cloud-hosted Software as a Service ("SaaS") solutions on a subscription basis. During the subscription period, the Board and its authorized users will be granted access to the service. No licenses or other intellectual property rights in the underlying software are granted to the Board. All references in the Agreement to equipment, tools, materials, supplies, work made for hire, tangible work products, or independent contractor classification checklists are inapplicable to the services provided under this Agreement and are hereby deemed void as between the parties.

3. Intellectual Property. Notwithstanding anything to the contrary in the Agreement (including Section 3 of the Independent Contractor / Consultant Agreement), Contractor retains all right, title, and interest in and to the Service, including all improvements, enhancements, source code, object code, algorithms, documentation, and all related intellectual property. Nothing in the Agreement shall be construed as a transfer of ownership, a work-made-for-hire arrangement, or a license to the underlying software. As between the parties, all data, content, and materials uploaded or created by the Board or its users through the Service ("Board Content") shall remain the Board's property.

4. Limitation of Liability.

(a) Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF REVENUE, OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Aggregate Cap. EXCEPT FOR THE BOARD'S PAYMENT OBLIGATIONS AND EACH PARTY'S LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS

AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE BOARD TO CONTRACTOR UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

(c) **Sovereign Immunity Preserved.** Nothing in this Agreement shall be deemed to constitute a waiver of the Board's sovereign immunity or to increase the Board's liability beyond the limits set forth in Section 768.28(5), Florida Statutes.

5. Indemnification.

(a) Section 1 of the Standard Addendum is hereby deleted in its entirety and replaced with the following:

Contractor shall indemnify and defend the Board from and against any third-party claim alleging that the Service, as provided by Contractor under this Agreement, infringes or misappropriates the intellectual property rights of a third party, and from and against any third-party claim for bodily injury or damage to real or tangible personal property to the extent directly caused by the willful misconduct or gross negligence of Contractor's employees or agents acting within the scope of this Agreement.

(b) Contractor's indemnification obligations under this Section 5 are subject to the following conditions: (i) the Board provides Contractor with prompt written notice of any claim; (ii) Contractor has sole control of the defense and settlement of such claim; and (iii) the Board provides reasonable cooperation at Contractor's expense.

(c) Contractor's total liability under this Section 5 for all indemnified claims (other than intellectual property infringement claims, which are not subject to the aggregate cap in Section 4(b)) shall not exceed the aggregate cap set forth in Section 4(b).

(d) To the extent not prohibited by applicable law, the Board shall indemnify and defend Contractor from and against any third-party claim arising out of: (i) the Board's or its users' use of the Service in violation of this Agreement; or (ii) Board Content that infringes or misappropriates a third party's intellectual property rights. The Board's indemnification obligations under this paragraph are subject to the limitations of Section 768.28(5), Florida Statutes, and the Board does not waive any defense of sovereign immunity.

6. Termination and Non-Appropriation; No Refund of Prepaid Fees.

(a) The parties acknowledge that performance by the Board may be dependent upon the appropriation and allotment of funds by applicable governmental authorities ("Appropriation Body"). If the Appropriation Body fails to appropriate or allot the necessary funds (which failure is outside the Board's reasonable control), the Board shall issue written notice to Contractor within thirty (30) days of learning of such failure, together with reasonable written documentation evidencing the non-appropriation. Upon such notice, the Agreement shall terminate prospectively as of the last day of the then-current fiscal period for which funds are available.

(b) **No refund shall be made for any prepaid fees covering the period during which the Service was or is made available to the Board.** For the avoidance of doubt, where the Board has prepaid subscription fees for a period during which the Service remains available, those fees are fully earned and non-refundable regardless of the reason for termination.

(c) The termination-for-convenience provisions in Section 13 of the Independent Contractor / Consultant Agreement shall not apply. Section 5 of the Standard Addendum are hereby modified to provide that, in the event of any termination for convenience by the Board, no refund of prepaid fees shall be due to the Board for periods during which the Service was made available.

(d) This Section 6 supersedes and replaces Section 21 of the Independent Contractor / Consultant Agreement and Section 8 of the Standard Addendum to the extent of any conflict.

7. Payment Terms. Payment shall be due in accordance with the applicable Order Form. To the extent Chapter 218, Florida Statutes (the Local Government Prompt Payment Act) applies, the parties agree that the Service shall be deemed received and available as of the start date of the subscription period set forth in the Order Form.

8. Confidentiality and Public Records. The parties acknowledge that the Board is subject to Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent the Board receives a public records request that may encompass Contractor's confidential or proprietary information, the Board shall, to the extent permitted by applicable law, promptly notify Contractor and provide a reasonable opportunity (not less than five (5) business days) for Contractor to identify information it believes is exempt from disclosure before the Board releases any responsive records. For the avoidance of doubt, the Service's source code, algorithms, security architecture, and non-public product documentation are trade secrets and confidential commercial information of Contractor and shall be treated as exempt from public disclosure to the fullest extent permitted by Florida law.

9. Background Screening. The background screening requirements in Section 20 of the Independent Contractor / Consultant Agreement and Section 4 of the Standard Addendum shall apply only to Contractor personnel who will have direct, in-person, unsupervised contact with students on Board premises. Personnel who provide services remotely or who access the Board's instance of the Service solely through electronic means shall not be subject to the screening requirements.

10. Inapplicable Provisions. The following provisions of the Agreement are inapplicable to the SaaS services provided hereunder and are hereby waived as between the parties: Sections 7 (Equipment, Tools, Materials, or Supplies), 8 (Federal, State, and Local Payroll Taxes), 9 (Notice to IC Regarding Tax Duties), 10 (Fringe Benefits), and 11 (Workers' Compensation) of the Independent Contractor / Consultant Agreement, and the Independent Contractor / Consultant Classification Checklist.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising under or related to this Agreement shall be resolved exclusively in the courts of competent jurisdiction in Hernando County, Florida.

12. Survival. Sections 3, 4, 5, 6(b), and 8 of this Supplemental Addendum shall survive termination or expiration of the Agreement.

SCHOOL BOARD OF HERNANDO COUNTY	INSTRUCTURE, INC.
By: _____	By:  _____
Name:	Name: Austin Holden
Title:	Title: Sr Manager, Deal Desk
Date:	Date: 07/20/2026

Kelly A. Pogue
Approved as to Form
by WSH Attorney
06/16/2026 04:15 pm