



Services Order Form

Order #: Q-368149-1
Date: 2024-05-06
Offer Valid Through: 2024-06-30

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

Order Form For Hernando Co School District

Address: 919 N. Broad Street
City: Brooksville
State/Province: Florida
Zip/Postal Code: 34601
Country: United States

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

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Zana Wiseman
Email: wiseman_z@hcsb.k12.fl.us
Phone: _____

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						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	20,000	USD 3.90	USD 78,000.00
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 23,400.00	USD 23,400.00
Custom Development - Recurring (SOW Required)	2024-07-01	2025-06-30	Per Each	1	USD 19,945.00	USD 19,945.00
Pace Plans Subscription	2024-07-01	2025-06-30	Per Each	1	USD 14,520.00	USD 14,520.00
Recurring Sub-Total						USD 135,865.00
Canvas LMS Standard Implementation Bundle			Per Implementation	1	USD 11,340.00	USD 11,340.00
Canvas LMS Training Virtual Session			Per Each	12	USD 500.00	USD 6,000.00
Instructional Design - Ready Made Template			Per Each	1	USD 2,000.00	USD 2,000.00
Technical Consulting			Per Hour	5	USD 175.00	USD 875.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Non-Recurring Sub-Total						USD 20,215.00
Year 1 Total						USD 156,080.00
Grand Total:						USD 156,080.00

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	20,000
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500)	N/A	1
Pace Plans Subscription	Notwithstanding anything contained in the Master Terms and Conditions to the contrary, Pace Plans is provided AS IS without any warranties or service commitment of any kind.	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.

Professional Services	Description	Expiration	Qty
Canvas LMS Standard Implementation Bundle		N/A	1
Canvas LMS - K-12 Standard Implementation	As prescribed by your purchased implementation package, your implementation will include the following: <ul style="list-style-type: none"> • Access to Canvas LMS consultants to guide your project, perform some tasks, and answer questions. • One Canvas LMS instance • Access to API information, guides, public courses, and best practice documentation. 	12 Months	20,000
Canvas LMS Instance Configuration	Creation and access to one (1) Canvas LMS Instance for up to five (5) of your chosen administrators. This instance will be configured with a "institutionname.instructure.com" URL based on requested URL availability.	12 Months	1
Standard Project Management	<ul style="list-style-type: none"> • Canvas consultants will be assigned for the duration of your implementation project (i.e., approx. 12 weeks) to give you targeted, one-on-one guidance and ensure your success. • Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. • Regular project check-in calls with your consultants provide best-practice advice, processes, and Q&A. • All project management will be performed remotely. 	12 Months	1
Standard Data Provisioning / Technical Consulting for Canvas LMS Instance	One-on-one data provisioning support to get your user data into Canvas LMS, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development. <ul style="list-style-type: none"> • Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas LMS consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration (including grade pass back). Instructure will assist with one test using production data; additional testing or test environments require purchase of additional technical consulting hours. 	12 Months	1
Canvas LMS Training Virtual Session	One session of remote customized Canvas LMS training of up to 90 minutes.	12 Months	12
Instructional Design - Ready Made Template	Select one pre-built template from our collection of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed. This course template and all of the content and assets within it are licensed for use on one instance of Canvas LMS. Please do not share this course template in whole or in part outside of the licensed instance for which this course template and associated contents were purchased.	12 Months	1

Professional Services	Description	Expiration	Qty
Technical Consulting	<p>Technical Consulting provides the client dedicated time with an Implementation Consultant up to the contracted number of hours (minimum of 5 hours) per 12 months. The 12 month time period will begin upon the later of the signing of Order Form or subscription start date (if purchased on this Order Form) unless otherwise noted. Time spent will be tracked by the Implementation Consultant in increments of 15 minutes (with a minimum of 15 minutes per request) and reported back to the client throughout the 12 month period.</p> <p>Unused hours at the end of the 12 month time period will not roll over and are non-refundable. If additional hours are required in the 12 month time period, the client must purchase additional hours at the standard rate.</p> <p>Services that may be delivered include consultation on data provisioning, content migration strategy, theming and branding, authentication configuration, API documentation, integrations and LTI, general account structure and organization, and project management. Services rendered are on an as-needed basis. This agreement does not include future maintenance of any solutions proposed during consultation.</p> <p>Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.</p>	12 Months	5

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>
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>

In the event of any conflict between this Master Terms and Conditions and any other terms, the Master Terms and Conditions shall control.

The parties agree with regards to Instructure's processing of personal data as set forth in the Instructure Privacy Policy at www.instructure.com/policies/data-processing

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

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?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number: _____	

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.

Hernando Co School District

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	