

# Instructure.

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

## Order Form

Order: Q-443451-2

Date: 2025-12-02

Order Valid Through: 2025-12-31

### Order Form for Hernando Co School District

#### Bill to Information

Entity Name: Hernando Co School District  
Address: 919 N. Broad Street  
City: Brooksville  
State/Province: Florida  
Zip/Postal Code: 34601  
Country: United States

#### Billing Contact

Name:

Email:

Phone:

#### Ship to Information

Entity Name: Hernando Co School District  
Address: 919 N. Broad Street  
City: Brooksville  
State/Province: Florida  
Zip/Postal Code: 34601  
Country: United States

#### Shipping Contact

Name: JESSE DIAZ

Email: diaz\_j@hcsb.k12.fl.us

Phone: +1 352 797 7001

#### Billing Information

Billing Frequency: Custom

Payment Terms: Net 30

Custom Terms:

Recurring and non-recurring products and services will be billed upon subscription start date of 7/1/2026.

| Year 1 |                                       |            |            |               |                    |        |              |               |
|--------|---------------------------------------|------------|------------|---------------|--------------------|--------|--------------|---------------|
| Ref    | Description                           | Start Date | End Date   | Invoice       | Metric             | Qty    | Price        | Amount        |
| S3     | Canvas Studio Standard Implementation | 2026-07-01 |            | Non-Recurring | Per Implementation | 1      | USD 1,620.00 | USD 1,620.00  |
| S6     | Early Access Fee                      | 2026-01-01 | 2026-06-30 | Non-Recurring | Per Month          | 6      | USD 0.00     | USD 0.00      |
| S1     | Canvas Studio Cloud Subscription      | 2026-07-01 | 2027-06-30 | Recurring     | User               | 20,000 | USD 1.41     | USD 28,200.00 |

| Billing Summary |               |               |               |
|-----------------|---------------|---------------|---------------|
| Segment         | Recurring     | Non-Recurring | Total         |
| Year 1          | USD 28,200.00 | USD 1,620.00  | USD 29,820.00 |
| Total           | USD 28,200.00 | USD 1,620.00  | USD 29,820.00 |

| Products                              | Description                                                                                                                                                  | Qty       |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Canvas Studio Standard Implementation |                                                                                                                                                              | 1.00      |
| Canvas Studio Implementation          | Implementation will include the following: Creation of Canvas Studio Instance Integration with Canvas LMS via LTI Admin creation                             | 1.00      |
| Canvas Studio - On Demand Training    | One year of unlimited access to On Demand training content on Canvas Studio.                                                                                 | 1.00      |
| Early Access Fee                      | This is a fee assessed to provide time in the instance to play and create before the subscription term begins. No teaching shall be done during this period. | 6.00      |
| Canvas Studio Cloud Subscription      | Canvas Studio Cloud Subscription: Per User                                                                                                                   | 20,000.00 |

#### Quote Special Terms

Recurring items on this Order Form (other than any 3<sup>rd</sup> Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 5% 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.

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.

**Non-Recurring Expiration:** Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3<sup>rd</sup> Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

#### 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.

**Product Supplement Terms:** Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

| 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):                                                                    |                                                                                                                            |
| If Yes, please enter PO Number:                                                              | Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a> |

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.

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>

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

**Hernando Co School District**

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

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

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

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

*Ray Pinder*  
*Superintendent*  
*12/16/25*

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

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

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

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

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

Kelly A. Pogue

Approved as to Form

by WSH Attorney

06/16/2026 04:14 pm

Approved as to Content & Form

Caroline Mockler, Esq.

Staff Counsel, HCSD

1:50 pm, 12/16/2025