



OMNIA ESC

Region 4

RFP #20-14

December 15, 2020



CANVAS



PORTFOLIUM



BRIDGE



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Tab 1 Draft Contract and Offer and Contract Signature Form

Instructure has included the required documentation beginning on the following page. Below, we introduce R4 to Instructure's methodology to this RFP. Please see Exceptions Table in lieu of draft contract. We have included the exceptions table on page 31.

Instructure is excited and eager to work with ESC Region 4 to utilize the reach and influence to sell our products and services around the country. We have many existing customers who have used the OMNIA contract to great effect over the years, and we want to continue this productive relationship with all stakeholders. The prospect of negotiating a new, continually beneficial agreement so that our customers have the ongoing convenience and availability of our offerings creates a great deal of commitment from our team.

There are many provisions within this RFP, however, that do not align with our manner of conducting business in the delivery of SaaS solutions of the highest quality. We want to preface this proposal with a statement regarding the preservation of the right to negotiate terms and a mutually agreed approach on a variety of items within this RFP. For example, we view the new Master Agreement as an important component to our go-to-market strategy; we would like to work with R4 to ensure an effective way to implement the Agreement without some of the marketing plans that are outlined in Tab 3.

Where applicable in our response, Instructure has included all of the necessary paperwork, acknowledged desired terms and conditions, and given a comprehensive overview of our capabilities to continue to meet and exceed the expectations set forth by ESC Region 4. We give our Product and Services Overview in Tab 5, which contains list pricing for our offerings (Instructure is reserving the right to negotiate pricing on a case-by-case basis with R4 customers), as well as our Implementation Overview document which showcases how we plan to implement our SaaS offerings to institutions of all sizes and complexity.

We are excited to continue to work with you, and please reach out regarding our submission.

Best,

Jon Moody

VP, K12 Sales

jmoody@instructure.com

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Instructure, Inc.

Address 6330 S. 3000 E. #700


City/State/Zip Salt Lake City, UT, 84121

Telephone No. *

Email Address jmoody@instructure.com

Printed Name Jon Moody

Title VP, K-12 Sales

Authorized signature 
DF343CEE65624D9...

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

*Please contact Jon Moody regarding any correspondence resulting from this Offer via email. Enoch Remick is Instructure's signatory but will not be involved in any post-RFP correspondence.



Tab 2 Products/Pricing

iii. Is pricing available for all products and services?

Yes. Instructure has included list price for all services and products described in this response per the required sections by ESC Region 4.

iv. Describe any shipping charges.

Since we offer Software as a Service (SaaS) solutions, all offerings are delivered online there are no expected shipping charges. If we provide on-site training and support services all agreed-upon prices will be inclusive of shipping charges for any needed materials.

v. Provide pricing for warranties on all products and services.

All warranties costs are included in the pricing as stated.

vi. Describe any return and restocking fees.

This is not applicable as we are offering SaaS-related products and services. There are no return or restocking fees associated with our offerings.

vii. Describe any additional discounts or rebates available.

Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Instructure will reserve the right to negotiate independently on a case-by-case basis for each ESC Region 4 client. Individual negotiations may consider discounts or varying pricing depending on number of users or other factors. Note that shipping costs do not apply to our SaaS offering.

viii. Describe how customers verify they are receiving Contract pricing.

As mentioned in the previous response, Instructure will use our proposed pricing as a platform to negotiate with each prospective customer independently of other customers. R4 customers will be

able to verify that they are receiving favorable pricing through our terms to negotiate with each buyer from the R4 contract.

ix. Describe payment methods offered.

Instructure's preferred method of payment is through an Automated Clearing House (ACH) or wire transfer.

Instructure's pricing model is based on a one-time implementation fee and on subscription fees calculated by multiplying the number of users by an annual per-user subscription fee. Typically, the customer agrees to pay the applicable fees set forth in an established order form. The customer must pay all fees as specified on the order or within 30 days of the receipt of an invoice.

For subsequent terms, Instructure will invoice the customer 30 days prior to the beginning of the agreed upon term with the customer paying all charges within 30 days of receipt. The customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly stated in Instructure's Master Subscription Services Agreement).

While Instructure prefers payments in the form of ACH or wire transfer, other payment options, including credit cards, are available for clients seeking alternatives. Instructure accepts credit card payments through PayPal. Customers are not required to have a PayPal account for the transaction and can be invoiced through PayPal accordingly. Our credit card limit is \$10,000 while amounts at, or above, \$2,000 are charged a 3% processing fee.

x. Propose the frequency of updates to the Offeror's pricing structure.

Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

For the purposes of this agreement, updates to the pricing structure will be adequately communicated to ESC Region 4 prior to deployment for Public Agency access. As stated previously, Instructure is reserving the right to negotiate with each institution on an individual basis. We will not be providing indices that guide price adjustments.



xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Should any new products or services be introduced by Instructure during the life of the contract, Instructure will negotiate in good faith with OMNIA Partners to ensure the ability to add any such products to the product and services to the existing list.

xii. Offerors shall provide pricing per teacher and per student or may choose Tier pricing. If offering discount, list price must also be included.

Instructure is offering pricing on a per-user basis that does not differentiate between types of roles at client institutions. As previously mentioned, we are not including discount information with this offering. Please see our sample pricing included in Tab 5 for further information.

xiii. Proposed pricing shall include license, installation, training, service, warranty, maintenance, and any other applicable technical and associated cost.

Instructure's pricing methodology is based on a one-time implementation fee and annual subscription fees calculated by multiplying the number of users by an annual per-user subscription fee. The number of users is determined at the commencement of the contract with each client institution. Training and additional services can also be included in client contracts, while warranties and maintenance are baked into the subscription fees. We outline additional offerings in our Products and Services Overview.

xiv. Provide any additional information relevant to this section.

As previously referenced, please see Instructure's price list for pricing information as well as overviews for each product and service offered to OMNIA Partners.



Tab 3 Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Exhibit A - RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

A. 3.1 Company

Brief history and description of Supplier to include experience providing similar products and services.

Using seamlessly integrated real-world tools ensures that off-campus and distance learning students are working in a purpose-built environment that is connected to the course space, lowering barriers to engagement and authentic learning. The social interactions go on to foster meaningful interactions and a sense of belonging and create solid foundations for successful student-owned and managed communities.

With open architecture and flexible tools designed for modern teaching and learning, Canvas puts innovation front and center, so your LMS will be a collaborative digital hub that empowers student success – and is never just a file repository.

Delivering Online Courses

Canvas is a truly flexible platform that can support multiple delivery methods. Canvas tools, features, and functions are designed for maximum flexibility to support good pedagogy in class management. Canvas neither dictates nor restricts an institution's or individual instructors' preferred teaching methods, practices, and styles.

Canvas has been chosen for many fully online courses. Canvas is truly flexible and works well in a fully online environment, giving students and teachers an online space that is not only interactive and collaborative, but is easy to use and doesn't create barriers to learning.



Canvas has intuitive conferencing/online workshops, discussion boards, collaboration and chat tools that facilitate fully online courses. For example, instructors can utilize Canvas Conferences to connect with students for a fully online course tool, online office hours or study sessions to collaborate as a team or group, to invite special guests to a classroom, to broadcast a live event or lecture to students not in the classroom, or to record conferences for users to view at a later date.

Canvas is also flexible, because it is available anytime, anywhere and on any mobile device. So, if your students are commuting on the bus or don't have access to their computer, they will be able to take a quiz or submit an assignment on their phone.

K12 and Higher Education

Instructure is the fastest-growing cloud-based learning management software company on the market today. Instructure has over 6,000 client institutions representing over 30 million active users worldwide. We have maintained 96% average customer growth year over year since 2012.

Canvas is deployed in some of the largest and most celebrated school systems and universities worldwide, including San Diego Unified School District, Orange County Public Schools, Clark County School District, Harvard University, and Brown University. We also have 16 state partnerships for the use of our products.

B. Total number and location of sales persons employed by Supplier.

Instructure has 146 employees in Sales-related positions around the globe. While our corporate headquarters is located in Salt Lake City, Instructure also has offices located in Chicago, San Francisco, and Seattle. We maintain our international headquarters in London, with offices also in Sydney, Hong Kong, Budapest, and Sao Paulo.

C. Number and location of support centers (if applicable) and location of corporate office.

All support engineers are Instructure employees based in our headquarters in Salt Lake City, Utah. Instructure has about 285 employees working in Customer Support.



D. Annual sales for the three previous fiscal years.

Instructure was acquired by Thoma Bravo, LLC, on March 24, 2020. Thoma Bravo is a leading private equity firm with a 40-year history, including over \$35 billion in investor commitments, and a focus on investing in software and technology companies. Thoma Bravo pioneered the buy-and-build investment strategy, and they first applied this strategy to the software and technology industries nearly 20 years ago. thomabravo.com/about-us

Before being acquired by Thoma Bravo Instructure was a public company. Instructure went public on November 13, 2015 and was listed on the NYSE as INST. As a publicly traded company, Instructure's financial health is strong as evidenced by our growth:

- 2019: \$258.5 Million, 23% year-over-year growth
- 2018: \$209.5 Million, 30% year-over-year growth
- 2017: \$158.8 Million, 43% year-over-year growth

As a privately held company, financial reports will no longer be publicly available.

Instructure filing for 2019 and 2018 are available online at:

https://www.sec.gov/ix?doc=/Archives/edgar/data/1355754/000156459020007826/inst-10k_20191231.htm

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 26-3505687

Additionally, please see Appendix C for our Dun & Bradstreet Report.

E. Describe any green or environmental initiatives or policies.

Instructure, Inc. is a software company providing Learning Management Systems to educational markets. Canvas is provided as a cloud-based service; thus, no packaging or shipping materials are used in the sale of the product.

Our Learning Management System gives educators, administrators, instructors, and students a way to interact and collaborate in an online education environment, rather than strictly the traditional on-

campus, in-classroom setting. This approach encourages sustainability by removing the need to commute to class, virtually eliminating transportation costs and CO2 emissions.

Course materials and learning content are provided online, eliminating the need to distribute hardcopy textbooks or course materials. Testing and assessments are also performed online in a paperless, environmentally-friendly way.

The Instructure business model naturally encourages our entire user community to move from less-sustainable methods of educating and learning, to a more environmentally responsible and forward-looking approach. Other successful sustainable initiatives Instructure has implemented include:

| NO. | PROJECT NAME | SUSTAINABLE INITIATIVE |
|------------|---------------------|---|
| 1 | Documentation | Reduction in waste products due to reduction of printed documentation and CD's. |
| 2 | Power/Cooling | Reduction in power and cooling requirements by moving to virtualized, hosted server environment taking advantage of better equipment utilization. |
| 3 | Facilities | Reduced requirements for classroom facilities with the effective use of online education services. |
| 4 | Corporate | Use of recyclable waste receptacles and recyclable paper. Motion detection lighting in all logical locations. |

Canvas is hosted on Amazon Web Services (AWS) cloud infrastructure. AWS is committed to running its business in the most environmentally friendly way possible. In addition to the environmental benefits inherently associated with running applications in the cloud, AWS has a long-term commitment to achieve 100% renewable energy usage for its global infrastructure footprint.

AWS has made a lot of progress on this commitment. As of January 2018, approximately 50% of the power consumed by its global infrastructure comes from renewable energy sources¹.

The energy generated by Amazon's Solar and Wind Farms will be delivered into the electrical grids that supply current and future AWS Cloud data centers.

Options for Customer Seeking to Run 100% Carbon-Neutral Infrastructure

AWS introduced its first carbon-neutral region in 2011. Today, AWS offers customers three AWS Regions that are carbon-neutral:

- US West (Oregon)
- EU (Frankfurt)
- AWS GovCloud (US)

The Greenest Power Is That Which Is Not Consumed

Any analysis on the climate impact of a data centre should take into consideration resource utilization and energy efficiency, in addition to power mix. Carbon emissions are a factor of three things: the number of servers running, the total energy required to power each server, and the carbon intensity of energy sources used to power these servers. A recent blog post by [Jeff Barr](#) outlines why using fewer servers and powering them more efficiently is at least as important to reducing the carbon impact of a company's data centre as its power mix.

A typical large-scale cloud provider achieves approximately 65% server utilization rates versus 15% on-premises, which means when companies move to the cloud, they typically provision fewer than ¼ of the servers than they would on-premises.² In addition, a typical on-premises data centre is 29% less efficient in their use of power compared to a typical large-scale cloud provider that uses world-class facility designs, cooling systems, and workload-optimized equipment.³ Adding these together (fewer servers used plus more power efficient servers), customers only need 16% of the power as compared to on-premises infrastructure. This represents an 84% reduction in the amount of power required.

This massive improvement in energy efficiency drives a huge reduction in climate impact because less energy consumed means fewer carbon emissions. The climate impact improvements get even better when you factor in that the average corporate data centre has a dirtier power mix than the typical large-scale cloud provider. Large-scale cloud providers (AWS included) use a power mix that is 28% less carbon intense than the global average.

Combining the fraction of energy required with a less carbon-intense power mix, customers can end up with a reduction in carbon emissions of 88% by moving to the cloud and AWS. Read the details [here](#).

1. AWS considers this to mean electric power generated from naturally replenished resources, which are delivered into the electrical grids that supply our data centers.

2. Source: NRDC 2014 “[Data Center Efficiency Assessment](#)” report.
3. Source: [Power Usage Effectiveness](#) (PUE) of on-premises data centers from [2014 Uptime Institute](#) study and PUE of cloud data centers from Google and Facebook public disclosures plus AWS internal data, all of which show PUEs under 1.2.
4. Source: AWS average power mix carbon intensity of 393 grams/kWh for June 2015 and 2014 Global Energy Mix data from the [International Energy Agency](#) for on-premises assumptions.
5. In 2012, the average annual electricity consumption for a U.S. residential utility customer was 10,837 kWh, an average of 903 kilowatt hours (kWh) per month.

Proposal Carbon Offset Initiative

In February 2020, The Instructure Sales Team began an initiative to offset our carbon footprint generated from shipping physical proposals to potential clients. Because laws and regulations still require many institutions to solicit multiple hard copies of proposals, which frequently exceed 200 pages in length per copy and use extensive fossil-fuel infrastructure to deliver, we have chosen to donate one tree per physical copy shipped via the Arbor Day Foundation. We anticipate this will help plant dozens of trees every month and help reduce our impact on the natural world.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Our commitment to diversity and inclusion is strong. In May 2019, our Communications Director shared what we are doing to improve and maintain a diverse workplace in this blog post: <https://www.instructure.com/blog/moving-diversity-and-inclusion-forward-together>

Here are just some of the commitments Instructure has made to diversity in the workplace:

- We have an established diversity and inclusion committee.
- We have updated our leave policies to allow for more maternity and paternity leave, and have launched a Dependent Care Match flexible savings account for childcare, matching the first \$1,200 made by employees.



- We have signed and implemented the Parity Pledge, committing ensuring a commitment to interviewing diverse candidates for leadership roles.
- We have conducted an annual salary pay equity review to ensure people of all races and genders are paid equitably based on experience and role.
- We have broadened our community efforts to encourage diversity and inclusion efforts. We have partnered with Equality Utah to hold training sessions on the language of inclusion in our office, hosted coding camps around the world to further diversity in STEM, and worked extensively with the Women Tech Council to promote women in technology.
- We have published our diversity stats by function including executive and senior leadership roles.
- We have taken the Elevate HER challenge and committed to track and improve the number of females in leadership positions.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency:



d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency:

Instructure does not qualify as any of these types of businesses. We have filled this information out accordingly.

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.

If any, list which certifications subcontractors hold and certifying agency.

Instructure does not currently employ subcontractors for the scope of services as described herein.

I. Describe how supplier differentiates itself from its competitors.

Prior to Canvas, Learning Management Systems were crammed full of every feature or function under the sun. If a new trend in education arose, vendors would develop a patch, toss in a tool or two, or even buy out competitors in order to claim they were still on the cusp of technological innovation. While this looked good on paper, it wasn't a practical, or sustainable, approach to learning management. User interfaces became bogged down, system resources slowed, and soon, users became overwhelmed with all the odds and ends of their system. What was once designed to simplify education had become a frustrating and unsatisfying necessity.

Instructure takes a different approach. By investing more than 30% annually in Canvas research and development (R&D) efforts, Instructure observes educational trends, monitors emerging technologies, encourages our clients to recommend and vote on new tools, and then crafts the features and functionality deemed most beneficial to our users.



By investing heavily in R&D, listening to our users, and by taking the time to understand the true benefits of new technologies or methodologies, Canvas has pioneered numerous LMS features that our competitors have sought to replicate, including: SpeedGrader, course copy auto-dates, mobile annotations, Microsoft integrations, Google Docs integration, and more.

In the end, this approach to functionality has led to better core features, a cleaner, less cluttered user experience, and ultimately, an LMS that gets used because it's easy to use. Gone are the days of stagnating systems and niche feature lists. Today's LMS is adoptable, adaptable, and crafted for the future.

We believe the following key benefits differentiates Canvas from other LMSs on the market:

- **Intuitive User Experience:** We provide elegant and intuitive user interfaces that leverage familiar web navigation techniques, such as drag and drop, to make it easy to use our platform. One of the reasons Canvas is so easy to use is because it lets students and educators engage with each other in environments they are already familiar with, like popular mobile apps and social media platforms.
- **Native Cloud-based Software:** Canvas is a Software-as-a-Service (SaaS), hosted by the most established and trusted cloud hosting provider in the world: Amazon Web Services. With a fully-hosted solution like Canvas, software updates are implemented regularly and transparently, and our single-instance, multi-tenant architecture is designed to scale to support rapid growth. Our cloud-based platform provides upfront cost savings over on-premise and other cloud solutions by reducing the need for expensive IT resources and hardware infrastructure.
- **Open and Flexible Platform:** We are committed to making integrations as easy as humanly possible. Canvas is fully, seamlessly interoperable with hundreds of additional educational tools, from Google and Office 365, to anti-plagiarism and gamification products, to Student Information Systems. Canvas allows customers to put everything in one place – to access all your educational applications with one login and seamlessly integrate with your favorite applications and tools into any course or module.
- **High Availability and Uptime:** Over 30 million instructors, students, and employees have used our software to date. Our software is mission-critical for our users and customers, and we focus on maintaining reliability at all times. Our standard contracts provide for guaranteed 99.9%

annual uptime, and over the past 12 months, we have consistently achieved an uptime average of 99.990%.

- **Optimized for Mobile.** Our mobile-optimized platform allows users to access their applications anytime and anywhere. We have a dedicated team of Product & Engineers solely focused on mobile, updating the apps on a monthly cycle, and our app store ratings show the success of our approach. We score the highest in the industry for our iOS and Android apps.
- **Support at Every Stage:** Canvas is backed by support services that are intentionally a vast improvement on anything offered by today's LMS vendors. Our support services include a highly skilled implementation and training team, a dedicated Customer Success Manager, a huge team of motivated, experienced and qualified support engineers, and an online knowledge base that's publicly available 24/7/365.
- **Open Access to Data Analytics.** Our platform provides built-in reporting and Analytics dashboards, as well as an open API, open access to Canvas Data, and Live Events for custom ad-hoc and even real-time reporting. This provides your institution with the unique data set that you need. Plus, we are pioneering the next generation of data analytics with IMS standards as the foundation. We make sure our data adheres to IMS standards, making it usable.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Instructure is not subject to any present or past litigation, bankruptcy, or reorganization that would adversely affect the offering to R4.

K. Felony Conviction Notice:

Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;*
- b. is not owned or operated by anyone who has been convicted of a felony; or*
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

Instructure is not owned or operated by anyone or individual that has been convicted of a felony.



L. Describe any debarment or suspension actions taken against supplier

Instructure has not been subject to any debarment or suspension that would adversely affect the delivery of products and services offered herein.

A 3.2 Distribution Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line.

Describe the full line of products and services offered by supplier.

In Tab 5, we include our Products and Services Overview, which includes comprehensive details of each of our offerings that will be available to K12 and HE agencies. We distinguish certain offerings that are exclusive to one segment. Our Overview documents highlight pricing that is exclusive to K12 and HE institutions. These offerings represent the vast majority of our product and services line.

B. Describe how supplier proposes to distribute the products/service nationwide.

Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a SaaS offering, Instructure can help institutions around the nation implement Canvas and other cloud-based products and continue to support them in their utilization of the platform(s). Throughout 2020, we have helped districts and HE institutions implement Canvas effectively to use within their digital learning ecosystem.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing;

include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Instructure is proposing negotiable pricing on a case-by-case basis. All negotiations and distribution will be conducted via Instructure, as we will not outsource any distribution for the listed products and services.



D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

No other companies other than Instructure will be involved in processing, handling, or shipping the products or services listed herein.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

This is not applicable to Instructure as we are offering to R4 SaaS solutions.

A. 3.3 Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

The Master Agreement will serve as an important purchasing method within Instructure's sales strategy upon award and implementation of the contract. Instructure will work with ESC Region 4 to establish a plan that includes mutually beneficial methods of promoting the Master Agreement and using it as a vital sales vehicle for Public Agencies to purchase Canvas. We have worked on similar state-wide and nation-wide purchasing contracts, and we will leverage that experience to efficiently and effectively institute a plan with R4.

Executive leadership will endorse the use of the Master Agreement as a component (not primary component) of our go-to-market strategy within a mutually agreed timeframe, and we will ensure that our sales team will work with the contacts listed in this proposal and executive team to become trained and educated on the details of ESC Region 4's Master Agreement.



B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Instructure agrees to work with R4 in good faith to create and distribute co-branded press releases to desired publications.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Instructure can agree to a mutually agreed method to announce and promote the contract information. This may potentially occur on Instructure's site, but we would like to preserve the opportunity to negotiate promotion channels with R4.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

As above, we will work with R4 to insert co-branded marketing materials at a mutually-agreed timeline to promote the contract.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Instructure is well-represented at numerous trade shows each year. We view this as a key marketing and lead generation initiative that allows our sales reps to have one on one contact with key decision makers at K12 and Higher Ed institutions. Tradeshow and events that we will be participating will be listed on our website at: <http://www.canvaslms.com/news/events>. We will work with you to see if attendance to the described events is possible for Instructure personnel.



v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

This does not apply to our offering because we are not proposing any partner suppliers. All proposed products and services will be provided by Instructure, so please see the previous response.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Instructure will work in good faith to satisfy the need for advertising design and publication that helps promote the Master Agreement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Instructure is motivated to enable institutions to find the easiest and most efficient way to purchase Canvas. We will work with R4 to find mutually agreeable solutions to the market and promote Canvas to partners throughout the term of the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

We will likely be unable to agree to this term set forth by ESC Region 4, but we will work in good faith to promote the Master Agreement as previously mentioned. We cannot have this type of dedicated web-based homepage on Instructure's site.



C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Instructure will maintain those independent contracts with existing clients, and will offer these clients the ability to utilize the terms of the Master Agreement upon expiration of the existing contract.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Instructure will work with OMNIA Partners to provide permission for the reproduction of our logo in marketing communications and promotions. We will request permission for the reproduction of the OMNIA Partners logo.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Instructure confirms it will act proactively to sell goods and services to Public Agencies as set forth from leads established by ESC Region 4. As indicated elsewhere, we will work with you to utilize the appropriate logos and branding.

We will negotiate pricing on a case-by-case basis, and Instructure and ESC Region 4 will negotiate pricing terms. Please see Instructure's Terms and Conditions Disclaimer in Appendix A, as any ancillary costs are subject to good faith negotiations. Further, Instructure will work with ESC Region 4 to establish mutually agreeable sales communications.



F. Confirm Supplier will train its national sales force on the Master Agreement.

At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Instructure will make our sales force aware and train individuals on the Master Agreement, which will include mutually agreeable terms for the purposes of fostering future leads and sales opportunities. Instructure can confirm that our sales force will be trained on working knowledge of the solicitation process, including awareness of the range of Public Agencies that can utilize the Master Agreement as well as benefits of the use of cooperative contracts.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Name: Instructure will include specific Executive Support as indicated elsewhere, but would like R4 to channel communication to Jon Moody, listed below.

Title: N/A

email: N/A

Phone Number: N/A

ii. Marketing

Name: Instructure will provide a POC from our Marketing team upon award.

Title: N/A

email: N/A



Phone Number: N/A

iii. Sales

Name: Jon Moody

Title: VP, K12 Sales

email: jmoody@instructure.com

Phone Number:

iv. Sales Support

Name: This contact information will be provided at a later point in time, based on the region of the Public Agency

Title: TBD

email: TBD

Phone Number: TBD

v. Financial Reporting

Name: Instructure will not be providing a Financial Reporting POC; please contact Jon Moody or the designated sales contact based on region for more information.

Title

email

Phone Number: [800-203-6755](tel:800-203-6755)



vi. Accounts Payable

Name: The POC for Accounts Payable will merely be our Accounts Payable team.

Title: Accounts Payable

email: ap@instructure.com

Phone Number: [800-203-6755](tel:800-203-6755)

vii. Contracts

Name: To be established during contract negotiations. At this juncture, Instructure cannot provide a point of contact from our Legal team.

Title

email

Phone Number

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Instructure has just under 150 employees globally in sales or sales-related positions. Frank Maylett is our Chief Revenue Officer, who oversees our sales force. Please contact Jon Moody (whose contact information has been listed previously) for any information regarding promotion or training of our team on the Master Agreement.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Because of the potential reach of the national program, Instructure will encourage institutions to utilize the agreed-upon terms to utilize a solidified purchasing opportunity to focus on the implementation

and use of the software. The brand recognition of Instructure and Canvas in the LMS space is unmatched, and we will ensure that potential clients will be introduced to the national program as an option to bypass RFP and facilitate a direct, simplified purchasing option for them. We have implemented similar contracts at the state and national levels previously, and we can point to our experience with our state partnerships as evidence of our ability to leverage these types of contracts to implement, grow, and service clients around the country on similar agreements.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Like similar initiatives, Instructure will manage the national program as we done in the past through regular communication, collaboration, and negotiation to ensure continued success and cohesion as we continue to work with ESC Region 4. This agreement will serve to alleviate sales burdens by bypassing certain sales and procurement processes, and our dynamic marketing team can adapt to any ongoing changes regarding the program. In 2020, we have proven to adapt to increased demand for our sales, marketing, and legal teams, so these concerns will be well accommodated and managed as we proceed throughout the life of this contract with R4.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year.

Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Public Agency Sales

Instructure does not break down purchases by client or region, but can state to ESC Region 4 that Instructure's sales volume in 2019 was \$258.5 million in revenue. As such, we will not be providing total purchase or key contact information below, Please contact issued references in Tab 4 for specific client information.

Agency #1

Total Purchases



Key Contact

Agency #2

Total Purchases

Key Contact

Agency #3

Total Purchases

Key Contact

Agency #4

Total Purchases

Key Contact

Agency #5

Total Purchases

Key Contact

Agency #6

Total Purchases

Key Contact



Agency #7

Total Purchases

Key Contact

Agency #8

Total Purchases

Key Contact

Agency #9

Total Purchases

Key Contact

Agency #10

Total Purchases

Key Contact

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Instructure has been fielding payments for over ten years from clients, and we utilize easy, industry-standard payment method systems. Please see platforms that agencies can use for purchases as well as specifications below.

Instructure's preferred method of payment is through an Automated Clearing House (ACH) or wire transfer.

Instructure's pricing model is based on a one-time implementation fee and on subscription fees calculated by multiplying the number of users by an annual per-user subscription fee. Typically, the customer agrees to pay the applicable fees set forth in an established order form. The customer must pay all fees as specified on the order or within 30 days of the receipt of an invoice.

For subsequent terms, Instructure will invoice the customer 30 days prior to the beginning of the agreed upon term with the customer paying all charges within 30 days of receipt. The customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly stated in Instructure's Master Subscription Services Agreement).

While Instructure prefers payments in the form of ACH or wire transfer, other payment options, including credit cards, are available for clients seeking alternatives. Instructure accepts credit card payments through PayPal. Customers are not required to have a PayPal account for the transaction and can be invoiced through PayPal accordingly. Our credit card limit is \$10,000 while amounts at, or above, \$2,000 are charged a 3% processing fee.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$0.00 in year one

\$0.00 in year two

\$0.00 in year three

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*



- ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

In the event that Public Agencies wish to issue their own solicitations, Instructure is not going to utilize the Master Agreement as a basis of negotiations. We at Instructure are going to independently negotiate with these Public Agencies and will not pay ESC Region 4 if they are not going to utilize the Master Agreement as a pricing vehicle. We reserve the right to negotiate terms and pricing outside of the Master Agreement in the event these institutions pursue their own means of procurement.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award.

Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Instructure has conducted a review and has listed exceptions on the Acceptance Form on the following page.

Instructure Terms and Conditions Disclaimer

Instructure has reviewed the form services agreement contained in the Region 4 Education Service Center (“ESC”) RFP. In the event Instructure is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. Instructure will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, limitations on liability, data ownership and compliance with law. Instructure has attached its form Terms and Conditions, which is appropriate given the fully hosted, cloud based learning management system offered by Instructure. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of Instructure’s proposal response to the ESC RFP may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

| ESC’s Draft Contract | Instructure’s Terms and Conditions (or other general exceptions) |
|---------------------------------------|---|
| Appendix A | |
| Section 11 e) - Standard Cancellation | Instructure’s offering, business model and pricing structure cannot permit a termination for convenience. Termination for non-performance must be based on objective criteria and be mutual. |
| Exhibit A | |
| Section 1.2 – Administration Fee | Instructure’s offering, business model and pricing structure cannot permit an administration fee. |
| Section 2.1 – Corporate Commitment | Instructure’s offering, business model and pricing structure cannot permit any terms around exclusivity, or requiring that any contract be the primary go to market strategy. |
| Section 2.2 – Pricing Commitment | Instructure’s offering, business model and pricing structure cannot permit this type of pricing commitment. We will agree to provide the pricing found in a mutually satisfactory definitive agreement. We also need to reserve the right to increase the pricing or charge for over usage. |
| Section 3.3 B iv., v, vi, and viii. | Instructure’s sales and marketing model cannot permit this. Upon award Instructure will negotiate any and all terms around marketing efforts. |
| Section 3.3 C | Instructure will transition any existing Public Agency customers’ accounts to the Master Agreement upon renewal of each individual Public Agency contract. |
| Section 3.3 E, E ii | Instructure’s sales and marketing model cannot permit this. Upon award Instructure will negotiate any and all terms around marketing efforts. As discussed above, we will communicate pricing as contained in a mutually satisfactory definitive agreement. |
| Section 3.3 J | Instructure’s offering, business model and pricing structure cannot permit this type of disclosure. |
| Section 3.3 L | Instructure’s offering, business model and pricing structure cannot permit this type of commitment. We will not guarantee any amount of sales under the Master Agreement |
| Exhibit B | |
| Section 12 | Instructure’s offering, business model and pricing structure cannot permit an administration fee. |



iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

The completed Appendix D, Exhibit F and Exhibit G are included on the following page(s).

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

DS
ER

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

DS
ER

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

DS
ER

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

DS
ER

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Instructure, Inc.

Address, City, State, and Zip Code: 6330 S. 3000 E. #700

Phone Number: 800.203.6755 Fax Number: 1.888.213.3894

Printed Name and Title of Authorized Representative: Enoch Remick **

Email Address: jmoody@instructure.com * DocuSigned by: Enoch Remick

Signature of Authorized Representative: _____ Date: December 9, 2020

*Please contact Jon Moody for any correspondence resulting from Instructure's submission.

**Please note that we have initialed this document contingent upon Instructure's own Terms and Conditions.

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|--------|---|
| DOC #1 | Statement of Ownership Disclosure |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | McBride-Principles |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Instructure, Inc.

Organization Address: 6330 S. 3000 E. #700, SLC, UT, 84121

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|--|---|
| Thoma Bravo Fund XIII, L.P. | 600 Montgomery Street 20th Floor San Francisco, CA, 94111 |
| Thoma Bravo Fund XIII-A, L.P. | 600 Montgomery Street 20th Floor San Francisco, CA, 94111 |
| | |
| | |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

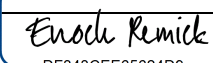
| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| N/A - not publicly traded | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| Thoma Bravo Fund XIII, L.P. | 600 Montgomery Street 20th Floor San Francisco, CA, 94111 |
| Thoma Bravo Fund XIII-A, L.P. | 600 Montgomery Street 20th Floor San Francisco, CA, 94111 |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|---|--------|-------------------------|
| Full Name (Print): | Enoch Remick | Title: | VP, Pricing & Licensing |
| Signature: |  DF343CEE65624D9... | Date: | December 9, 2020 |

DOC #2

NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
| | Reference: VII-H |
| Name of Form: | NON-COLLUSION AFFIDAVIT |
| Statutory Reference: | No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

NON-COLLUSION AFFIDAVIT

State of Utah
County of Salt Lake

SS:

I, (name of affiant) residing in (name of municipality)
in the County of and State of of full
age, being duly sworn according to law on my oath depose and say that:

I am VP, Pricing & Licensing of the firm of Instructure, Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid
entitled RFP #20-14, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the
Region 4 Education Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

, 2

Notary public of

My Commission expires

(Seal)

DocuSigned by:
Enoch Remick
DF343CEE65624D9...
Signature

(Type or print name of affiant under signature)

*Instructure will issue a notarized copy after the COVID-19 Pandemic upon request. We are currently under a stay-at-home order.

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Instructure, Inc.

Street: 6330 S. 3000 E. #700

City, State, Zip Code: Salt Lake City, UT, 84121

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

December 9, 2020
Date

DocuSigned by:
Enoch Remick
DE343CEE65624D9...
VP, Pricing & Licensing
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26


This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|----------------------|-----------|------------|
| Vendor Name: | Instructure, Inc. | | |
| Address: | 6330 S. 3000 E. #700 | | |
| City: | Salt Lake City | State: UT | Zip: 84121 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:


DF343CEE65624D9...
Signature Enoch Remick VP, Pricing & Licensing
Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|------------------------|------|---------------|
| N/A | N/A - no contributions | | \$ |
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Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation


Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|--|----------------------|
| Name: Thoma Bravo Fund XIII, L.P. | Name: |
| Home Address: 600 Montgomery Street 20th Floor San Francisco, CA, 94111 | Home Address: |
| Name: Thoma Bravo Fund XIII-A, L.P. | Name: |
| Home Address: 600 Montgomery Street 20th Floor San Francisco, CA, 94111 | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

| | |
|---|---|
| Subscribed and sworn before me this ____ day of _____, 2__. (Notary Public) My Commission expires: | DocuSigned by:  DF343CEE65624D9... (Affiant) |
| | _____ (Print name & title of affiant) |
| | _____ (Corporate Seal) |
| | |

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

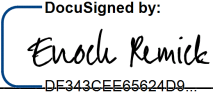
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Enoch Remick

Title: VP, Pricing & Licensing

Signature:  DF343CEE65624D9...

Date: December 9, 2020

DOC #9
MCBRIDE-PRINCIPLES



**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RF#20-14

VENDOR/BIDDER: Instructure, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

DocuSigned by:

Enoch Remick

DE343CEE65624D9

12-9-2020

Signature

Date

Enoch Remick, VP Pricing & Licensing

Print Name and Title



iv. Describe how Offeror responds to emergency orders.

This is n/a as Instructure is proposing SaaS solutions, and emergency orders do not apply to our offering.

v. What is Offeror’s average on time delivery rate?

Describe Offeror’s history of meeting the shipping and delivery timelines.

Because there is no shipping and physical delivery for our offering, this is not applicable to Instructure's proposed solution.

vi. Describe Offeror’s ability to meet service and warranty needs.

Please see Instructure's Terms and Conditions in Appendix B, which outline Service Level Agreements and Warranties.

vii. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. To provide you with technical support, Instructure offers three services packages: Basic, optional 24x7, or optional Tier 1, as described below.

- The **Standard Support** package is included in the Canvas subscription fee at no additional cost. Under the Standard Support package, first-tier support is provided by the institution’s LMS Administrator and Instructure’s Support team provides second- and third-tier Support.
- The optional **24x7 Support** package offers around-the-clock, year-round support to institutions’ local LMS administrators.
- The optional **Tier 1 Support** package offers around-the-clock, year-round support to administrators and instructors, or administrators, instructors, and students.

The following table provides a comparison of the support channels, availability, and SLAs offered by each support package.

Canvas Support Options

| | Standard (included with paid subscription) | 24/7 (additional fee) | 24/7 + Tier 1 (additional fee) |
|-------------------------------------|--|---|--|
| TIER 1 SUPPORT | Institution provides Tier 1 helpdesk for all users | Institution provides Tier 1 helpdesk for all users | Canvas provides Tier 1 helpdesk for all users. |
| CONTACT | <p>Admins can call Canvas Support from 6 a.m. - 6 p.m. Local Time, Local Business Days.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> | <p>Admins can call Canvas Support 24/7/365.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> <p>Admins can contact Canvas Support directly by phone, live chat, or email/webform.</p> | <p>Admins can call Canvas Support 24/7/365.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> <p>All users can contact Canvas Support directly by phone, live chat, or email / webform.</p> |
| SLAs (80% within time shown) | Two business days | Eight hours | One hour for webform / email tickets; 120 seconds for phone calls; 120 seconds for live chat |
| NUMBER OF ADMINS | One* | Three* | Three* |

* More available at an additional cost per year

Instructure's Support team comprises L1, L2, and L3 support engineers. All support engineers are in-house, and they support users from institutions across the globe. This means support staff identify trending issues quickly, and they can share best practices from across a wide range of Canvas use cases.



*“The 24/7 support for Canvas is **outstanding** – we tested it out and found that you usually receive an answer to your question within a minute. This will be a **real lifesaver** for staff and students.”*

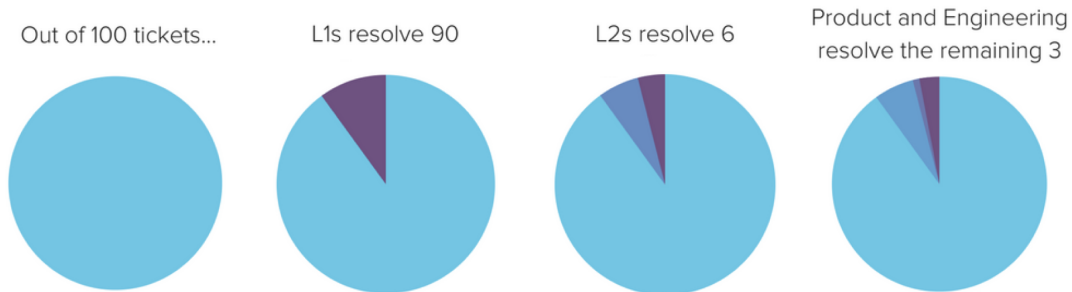
—Lucy Robinson, Professor at University of Sussex

Instructure’s IP telephony solution is integrated with our case-management system. The 24/7 Support package enables a specified number of designated Admins to call Canvas Support. 24/7 Support Package: Up to 3 Admins can call a common Admin Support line 24/7x365

The Canvas Support escalation workflow is designed so that cases are resolved as quickly and efficiently as possible:

- The issue is routed to an administrator at the institution. If the institutional administrator cannot resolve a case, they can escalate it to Canvas Support, where it is routed to an L1 Support Engineer.
- L1s can resolve 9 of every 10 cases they receive. When they cannot resolve a given case, they escalate it to an L2 Support Engineer (L2).
- L2s’ work the more difficult case They use an analytical skillset that focuses on identifying underlying issues that are common to disparate symptoms, and they spot underlying differences between externally similar cases. L2s can resolve about 60% of cases escalated to them from L1s. When they cannot solve a problem, they create an engineering ticket and escalate it to an L3 Support Engineer (L3).
- L3s’ duties are to review engineering tickets created by L2s. They resolve those they can (relatively few) and escalate those that require engineering intervention. They then project-manage these cases as Product and Engineering review, prioritize, and resolve them and report back to affected users when a given issue is resolved.

A graphical representation of the support case flow is shown here:



Tickets Escalated from Support to Product

When a case cannot be resolved within Support, the Support team opens a ticket with the Canvas Product or Engineering team.

Tickets requiring a data fix (e.g. one-off corruption of underlying data, etc.) go directly to the related Engineering team.

Tickets requiring a code fix (e.g. replicable bugs) go to the Product Manager who oversees the related Engineering team. They review and prioritize cases based on severity (how bad is the problem?) and prevalence (how widespread is the problem?). Then they schedule engineering resources to work on the issue based on availability and relative importance compared with other priorities.

Support Case Attributes

Support cases carry several attributes as listed in this table.

| Attribute | Description |
|-----------|--|
| Status | New - a case not yet assigned to an agent Open – a case assigned to an agent Pending – a case to which Support has replied, now awaiting a user’s response On-hold – a case is associated with an open engineering ticket Solved – a case for which Support has presented a resolution |
| Severity | Users can indicate the severity of the issue from their perspective |



| | |
|----------|---|
| Category | <p>How-to question – a question from a user about a Canvas feature or function</p> <p>Bug – a situation in which Canvas is not behaving as intended</p> <p>Feature request – a suggestion from a user to change the intended behavior of Canvas in a specific way</p> <p>End-user issue - a problem caused by a user's browser, computer, network, or another non-Canvas factor</p> |
|----------|---|

viii. Describe Offeror’s invoicing process.

Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Instructure’s preferred method of payment is through an Automated Clearing House (ACH) or wire transfer.

Instructure’s pricing model is based on a one-time implementation fee and on subscription fees calculated by multiplying the number of users by an annual per-user subscription fee. Typically, the customer agrees to pay the applicable fees set forth in an established order form. The customer must pay all fees as specified on the order or within 30 days of the receipt of an invoice.

For subsequent terms, Instructure will invoice the customer 30 days prior to the beginning of the agreed upon term with the customer paying all charges within 30 days of receipt. The customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly stated in Instructure’s Master Subscription Services Agreement).

While Instructure prefers payments in the form of ACH or wire transfer, other payment options, including credit cards, are available for clients seeking alternatives. Instructure accepts credit card payments through PayPal. Customers are not required to have a PayPal account for the transaction and can be invoiced through PayPal accordingly. Our credit card limit is \$10,000 while amounts at, or above, \$2,000 are charged a 3% processing fee.



ix. Describe Offeror’s contract implementation/customer transition plan.

We don’t believe in a “one-size-fits-all” approach. Our implementation packages are based on a proven model that provides the flexibility to meet your schedule, level of service, and budget. We provide an overview in Appendix D for the purposes of giving R4 comprehensive information.

x. Describe the financial condition of Offeror.

Instructure was acquired by Thoma Bravo, LLC, on March 24, 2020. Thoma Bravo is a leading private equity firm with a 40-year history, including over \$35 billion in investor commitments, and a focus on investing in software and technology companies. Thoma Bravo pioneered the buy-and-build investment strategy, and they first applied this strategy to the software and technology industries nearly 20 years ago. thomabravo.com/about-us

With that, as a privately held company, financial reports will no longer be publicly available. However, Instructure's filings for 2019 and 2018 are available online at:

https://www.sec.gov/ix?doc=/Archives/edgar/data/1355754/000156459020007826/inst-10k_20191231.htm

xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting.

Describe the website’s capabilities and functionality.

ESC Region 4 is welcome to visit <https://www.instructure.com/> to see our host of valuable, public-facing resources. ESC Region 4 can navigate to the Canvas Community, view various Instructure products and services, and view case studies of our offerings. Please note that there is no space that is related to ordering and returns, as this is not applicable to our offering.

xii. Provide any additional information relevant to this section.

Please see Instructure's Products and Services Overview which has been included in Tab 5.

Tab 4 Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Instructure, Inc. was incorporated in 2008 and provides innovative, cloud-based learning management platforms for academic institutions and companies worldwide. Instructure was founded and still is headquartered in Salt Lake City, Utah. We built our learning management applications, Canvas, for the education market, and Bridge, for the corporate market, to enable our customers to easily develop, deliver, and manage engaging face-to-face and online learning experiences. Our platform combines powerful, elegant and easy-to-use functionality with the reliability, security, scalability and support required by our customers.

We develop software that millions of students, teachers, and employees use to help achieve their education and learning goals. Our applications enhance academic and corporate learning by providing an engaging, easy-to use platform for teachers and learners, enabling frequent and open interactions, streamlining workflow, and allowing the creation and sharing of content with anytime, anywhere access to information. Our platform runs on a modern, cloud-based architecture that enables users to teach, learn, and engage across a wide variety of application environments, operating systems, devices and locations at any time. Our open standards allow for integration with third-party publishers and software providers to deliver additional learning content and applications. Our platform also provides data analytics capabilities enabling real-time reaction to information and benchmarking in order to personalize curricula and increase the efficacy of the learning process.

We offer our platform through a Software-as-a-Service (SaaS) business model. Customers can rapidly deploy our applications with minimal upfront implementation. Customers also benefit from automatic software updates with virtually no downtime. Our SaaS business model substantially reduces the need for our customers to buy and support a broad range of IT infrastructure, and significantly reduces the cost, complexity, and disruptions associated with implementations and upgrades of on-premise software.

We launched Canvas in February 2011 and have experienced rapid customer adoption in the education market. In addition, nearly 100 corporate customers have implemented Canvas in order to deliver a more effective, simple way for their employees to learn. To better meet the needs of the corporate market, we leveraged our platform to develop Bridge, which launched in February 2015. As of



February 2019, we had 6,000 customers, representing colleges, universities, K-12 school districts, and companies in more than 70 countries.

ii. Describe Offeror’s reputation in the marketplace.

Instructure is considered a leader in the ed tech space, with a reputation of delivering high-quality products, services, and customer support to supplement these offerings.

Instructure uses the Net Promotor Score (NPS) and Customer Satisfaction (CSAT) methodology to measure general quality of our product and support services. We have consistently received an Admin NPS score of Great or greater, with CSAT scores averaging 94%, which is extremely high as well as comparable to Google and Apple. We provide superior quality and service to our clients because we listen to their feedback, and their feedback is overwhelmingly positive.

This NPS is determined by the question “How likely is it that you would recommend our company/product/service to a friend or colleague?” Our team is dedicated to helping our partners become successful and our NPS is evidence of that. Instructure ranks with the prominent companies that have loyal followers, such as Apple, Google, Netflix, and Costco.


iii. Describe Offeror’s reputation of products and services in the marketplace.

Canvas is one of the most widely used Learning Management Systems in the Higher Education and K-12 space. While we do not comment on how many standalone customers we have in specific markets, Instructure has more than 6,000 customers in HiEd, K-12, and corporate markets. That includes more than 30 million users on our platforms.

The majority of these users and customers are utilizing Canvas, with many using other offerings in the Instructure suite. The previous entry highlights the reputation of our services and of Instructure as a company, and we would encourage ESC Region 4 to see specific case studies of Canvas on the following page.

Utah Education Network



 Utah, United States

 383,000+ Users

 Started 2011

The Challenge

The Utah Education Network (UEN) connects all Utah public schools, colleges, universities, and libraries to a robust network and quality educational resources. UEN makes education more accessible to people throughout the state by building partnerships and finding efficiencies that stretch every dollar. Conceived in 1956 to research how closed circuit television could benefit education, UEN was formally established by the Utah State Legislature in 1989.

The Decision

After a highly-competitive RFP process, UEN selected Canvas in 2010 as the LMS for its statewide educational programs. It also negotiated consortium licensing to provide Canvas for all Utah public institutions of higher ed and applied technology. By implementing a single statewide learning platform, UEN could help connect students across the state to a rich network of learning resources.

In summer 2011, Canvas was successfully rolled out to more than 100,000 students at every public college and university throughout the state, including the University of Utah, Utah State University, Utah Valley University, Salt Lake Community College, Weber State University, Snow College, Southern Utah University, Dixie State University, and the Utah College of Applied Technology.

Because of funding constraints, only those K-12 schools and districts that could find creative ways to afford Canvas on their own were able to take advantage of consortium pricing. That's why in 2015, UEN began focusing its efforts on securing state-appropriated funding to implement Canvas in all K-12 public schools.



Key Findings

01

Canvas continually supports UEN's rapidly expanding dual enrollment and remote learning initiatives.

02

Canvas provides a seamless statewide learning solution for students in kindergarten through college.

03

For UEN, the benefits of implementing a statewide LMS for K-20 include significant cost savings, opportunities for collaboration, and consistency for users.

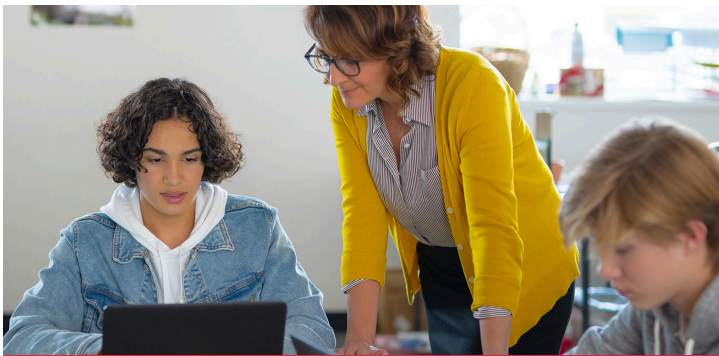
The Results

At the start of the 2015-2016 school year 89,710 students in Utah K-12 schools were using Canvas in the classroom. Working closely with the Utah State Legislature to secure funding, UEN expanded this number to include all districts and charter schools statewide.

"We can serve our students better if we can bridge their high school to postsecondary experience," says Dr. Laura Hunter, chief operations officer at UEN. "By choosing and implementing systems that are transparent, students can concentrate on the content and the learning, as opposed to the system."

“There is an intrinsically high degree of collaboration between public and higher education in Utah, so the idea that Canvas works as a statewide, kindergarten through college solution is truly consistent with the DNA of UEN; we’re not about one or the other—we’re about the synergy that occurs when you put them together.”

Dr. Laura Hunter
Chief Operations Officer



Quick Facts

01 250,000+ K20 courses offered by Utah institutions

02 One Million+ users visit UEN.org each month to access online content, including Canvas

03 3500+ Utah teachers used Canvas to complete UEN professional development since 2015

04 383,000+ active users as of March, 2020

For Utah colleges and universities, Canvas provides a modern learning platform that can be customized to meet the unique needs of each institution, while maintaining a consistent, intuitive user experience.

For UEN, Canvas supports students, teachers, schools, institutions, content, resources, tools, apps, and interactive video courses. The network also uses the LMS to provide online professional development and endorsement programs to more than 3,500 Utah teachers annually.

As Dr. Hunter says, “Canvas is the platform that brings it all together and facilitates learning from anywhere. It leverages our state’s investment in different systems that impact education.”



CANVAS CASE STUDY - HIGHER ED

TEMPLE UNIVERSITY

A Team-Centered Approach
to Rapid Canvas Adoption





About Temple University

Tucked in the center of a vibrant, diverse, and growing community, Temple University is a public research (R1) university that is one of the nation's largest providers of professional education. It is among the nation's leaders for online bachelor programs.



Key Findings

- ⇒ Selection committee unanimously chose Canvas LMS after product pilot.
- ⇒ Ease of use was determining factor in Temple University's choice of Canvas.
- ⇒ Transition from former LMS to Canvas took 12 months.
- ⇒ Favorite features for faculty and administrators: Canvas Analytics, ease of use, rubrics, course design flexibility, and Canvas Community.
- ⇒ Added communications tools in Canvas build stronger interpersonal relationships between instructors and students.
- ⇒ 24/7 Tier 1 Support from Instructure has reduced IT repair requests by 59% in the fiscal year 2019.

Number of Users:

40,000

Started Using Canvas:

2017



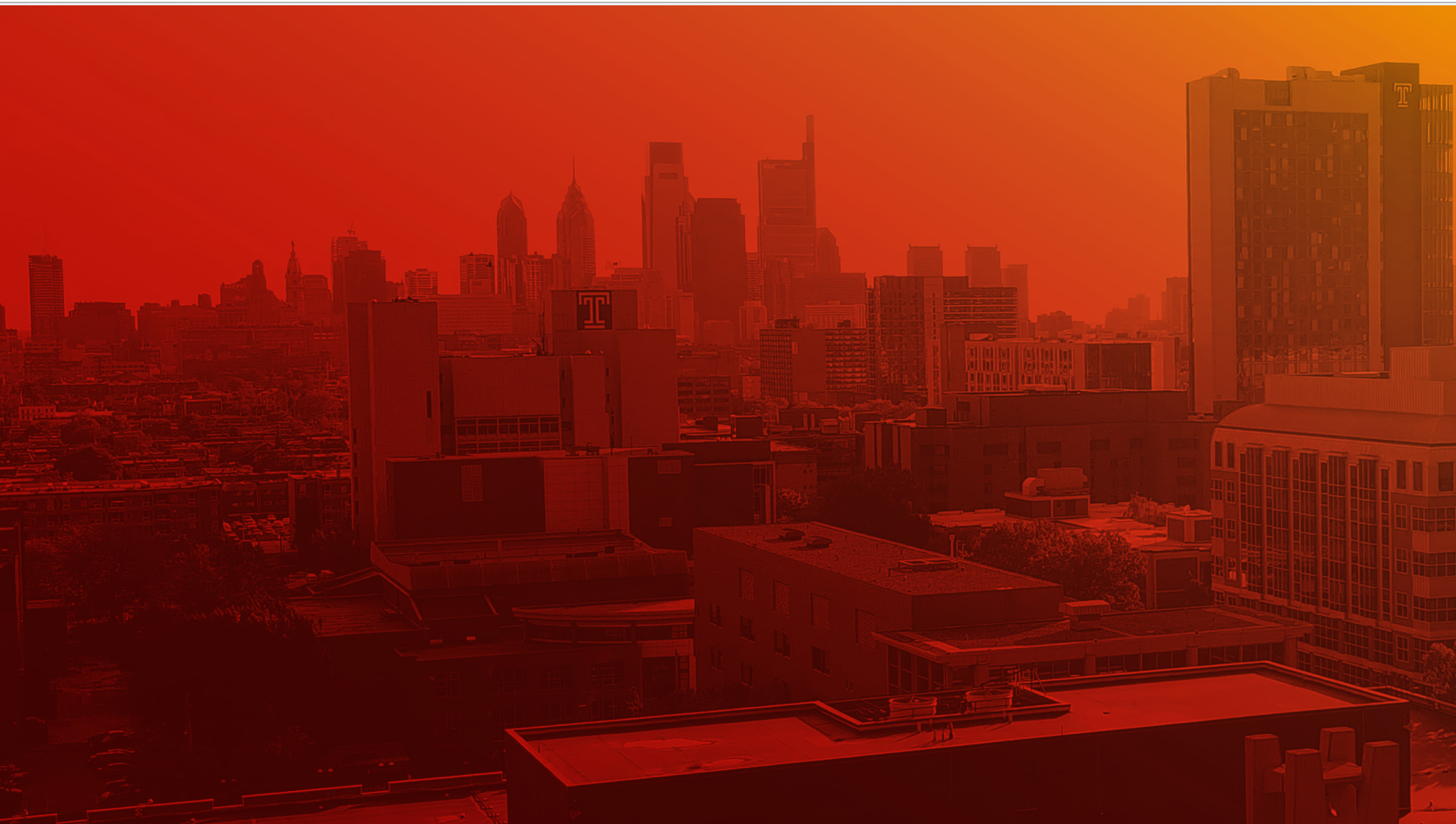
The Challenge

Temple had used its previous learning management system (LMS), Blackboard, since 1999. Technology is embedded into nearly every course at the university, and administrators say the platform was not keeping pace with students' and teachers' ambitions for deeper learning. "So they had to chase the technology to become better, instead of the technology chasing them. If you don't challenge yourself every day, you're not going to get better. You won't see gains," said Matt Palladinetti, Temple's director of instructional systems.

Administrators wanted to explore new options and choose a more robust, reliable, and easy-to-use LMS that would integrate with outside digital tools and the university's other systems. Cindy Leavitt, the vice president and chief information officer, said, "Whatever we were going to change to, we needed to have broad understanding, or buy-in, for what we were going to be doing. We needed to understand the impact to all the different types of users as we were looking at our LMS."

"It really felt like an all-encompassing campus project, and there was complete buy-in to move forward with Canvas. It was amazing to see."

CINDY LEAVITT
Vice President and Chief Information Officer,
Temple University





The Decision

In the fall of 2017, the university's information technology services department formed an LMS selection committee and launched a university-wide pilot. More than 1,000 students and professors participated in the pilot through face-to-face, hybrid, and online courses.

Temple tested two platforms: an updated version of Blackboard and the Canvas LMS by Instructure. When the evaluation started, opinions were split. Stability problems with the new version of Blackboard prompted Temple to stop that Blackboard evaluation and focus solely on Canvas. Focus groups and surveys showed consistently positive feedback about several features of Canvas, including better navigation, ease of use, and access to mobile applications.

The university also said it heavily weighed which company had the best strategic direction and the best long-term prospects. Soon after the pilot was complete, the committee produced a report and unanimously recommended the switch to Canvas.

What took place next was something that Leavitt called “the most incredible project I think I’ve ever been involved with, from an IT perspective.” Administrators planned an aggressive 12-month migration to Canvas. They transferred data and course information to Canvas and worked with service representatives throughout the process with help from Canvas’ Tier 1 Support. Temple faculty were able to take online courses and take part in walk-in clinics on campus at the Center for the Advancement of Teaching. “We looked at this as an opportunity not just to help faculty learn a technology, but to have conversations about pedagogy,” said Johanna Inman, Director of Instructional Technology at the Center. “Faculty believe incorporating technology into teaching and learning is important because students need these skills for academic and professional purposes.”

“While we were getting good feedback, we feared there was going to be a group—at least one really angry person—that just couldn’t believe what we had done to them, but that just didn’t happen,” said Peter Hanley, who works in the Academic Applications group.

“Canvas was a true partnership. We had them with us the entire time that we did the transition. They asked us good questions, we asked them good questions, we had answers for each other. And I really felt like we were in it together.”

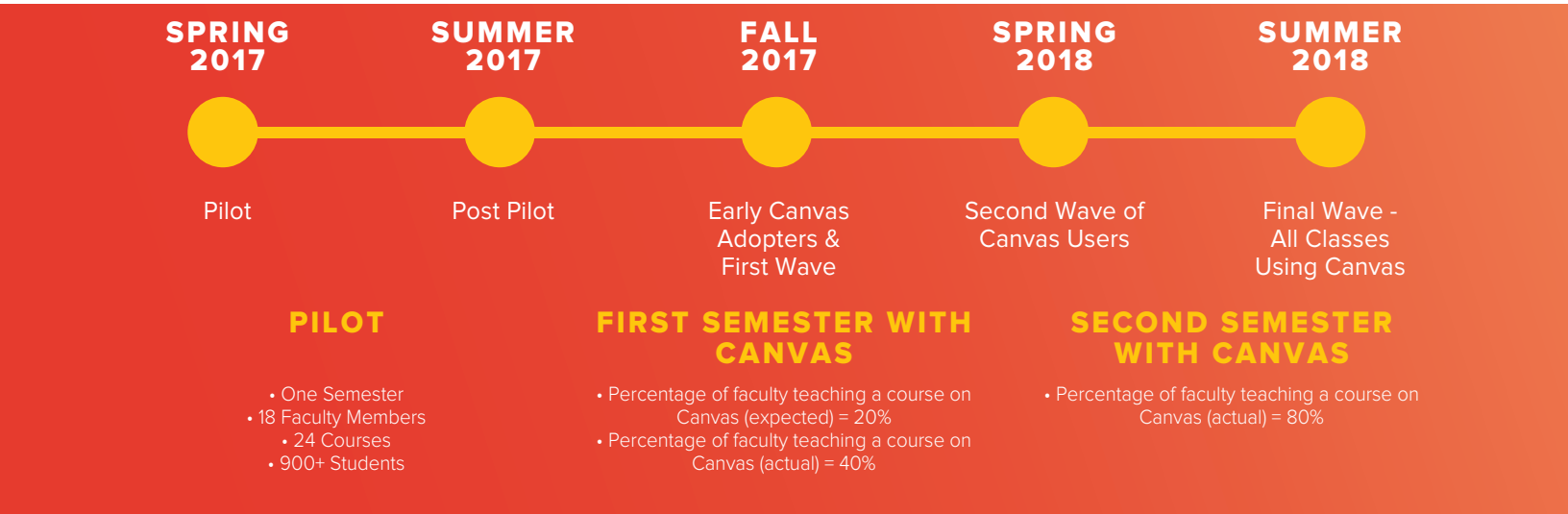
MATT PALLADINETTI
Director of Instructional Systems,
Temple University





Canvas Academies

To help the transition, Temple University set up “Canvas Academies,” all-day, hands-on trainings for instructors to set up Canvas and explore new tools in the LMS. The goal is for instructors to leave with part or all of their courses built. “We found that a lot of faculty walked away feeling less scared of the transition because they saw what was possible with Canvas,” said Simuelle Myers, the assistant director for the Center for the Advancement of Teaching.



The Results

Temple University saw the majority of its instructors teach in Canvas within two semesters of introduction. Administrators say they will pursue more personalized approaches with student learning to improve outcomes. Their objective is to do more with their new LMS, while providing a consistent experience across courses.

One example of this personalized focus is the use of Canvas Analytics. Temple instructors, particularly faculty who teach online courses, are able to gather student data and other information to identify trends. “It really easily gives you a nice visual of what students are doing. And I think it makes it easier to reach out to students and support them,” said Myers.

The switch to Canvas has already positively impacted students, including those who also had used Temple’s former LMS. “Canvas lays everything out for you right away, right in front of you,” said Hailey McCormack, a student at Temple. “I think in terms of leveling up, Canvas has been a great resource in that sense. It just really helps with furthering my education.”

Temple University knew that switching its learning management system would take time, effort, and most importantly, buy-in. Now, the benefits of migrating to something new have already become reality, and a whole learning community is ready to continue on to greater learning opportunities—together. “We really are quite happy with our selection of Canvas. Having this very stable, but also very modern and user-friendly LMS has really made a difference for us across campus,” Leavitt said. “It was absolutely worth it.”

KEEP LEARNING



canvas

www.CanvasLMS.com
800.203.6755



iv. Describe the experience and qualification of key employees.

Instructure is a privately-held corporation; we launched Canvas in February 2011 and have experienced rapid customer adoption in the education market. As of February 2019, we had more than 4,000 customers, representing colleges, universities, K-12 school districts, and companies in more than 70 countries.

Below, we have listed key management who will oversee any personnel who will be working directly with ESC Region 4 during implementation and throughout the life of the contract. The following managers will provide the required direction for all implementation, onboarding, customer success, and training services rendered by Instructure.

Melissa Loble - Chief Customer Experience Officer

Melissa Loble serves as the Chief Customer Experience Officer for Instructure. In this capacity, she leads Instructure's customer success, services, support, and partnership organizations, all of which enable customers to successfully leverage Instructure's solutions to create highly engaging and effective learning environments for their communities. Driving innovation in the customer experience is central to Melissa's mission.

Melissa also leads Instructure's standards-based, open ecosystem work, through which education institutions and technology vendors can create robust learning ecosystems. She currently serves on the Board of Directors for the IMS Global Learning Consortium.

Melissa has spent 20 years in the e-learning technology world, working for a number of technology suppliers and educational institutions, as well as teaching leadership courses focused on managing technology for e-learning development and educational change. Melissa earned her MA in Educational Policy from Teachers' College, Columbia University, and an MBA in Leadership from the Columbia Business School.

Brandon Broschinsky, VP of Canvas Services

Brandon Broschinsky serves as the VP of Canvas Services. In this capacity, Brandon is responsible for Canvas Services teams, including project consultation and implementation. Brandon has over 14 years' experience in building software and over 9 years' experience in leading teams. Brandon received his Bachelor's degree from Adams State University in Mathematics with an emphasis in Computer Science.

Janie Ruddy, Training Services Manager

Janie Ruddy serves as the Training Services Manager for Instructure. In this role, she oversees Instructure's training team, subscription training program, and training services related to Canvas and its products. Her team delivers services in many formats to meet the needs of customers.

Please see below for a short Curriculum Vita identifying each of these team member's past work experience.

| | |
|--------------------------------|--|
| Name and Title | Melissa Loble, Chief Customer Experience Officer |
| Qualifications and Credentials | <p>Over 20 years of learning technology experience on both the vendor and the institution/organization side</p> <p>Leader of customer service focused teams of up to 540 employees</p> <p>Implemented all major LMS' in multiple organizations</p> <p>Actively participated in the selection and implementation of SIS and ERP solutions at multiple institutions</p> <p>Leader of solutions consultants, solutions architects, developers, strategic consultants, change management coaches, partner managers, customer success professionals, and project management specialists to positively impact client success through a range of professional services</p> <p>Taught in a variety of online settings for 15 years, including a MOOC with over 500,000 students</p> <p>Utah Women in Technology finalist, 2016</p> <p>Winner of Distinguished Instructor Award at UC, Irvine, 2016</p> |
| Project Role | As the Chief Customer Experience Officer, Melissa leads Instructure's Support, Community, Customer Success, Services, Partnerships, and Documentation teams. Overall, Melissa helps customers succeed with Canvas and Bridge, and other Instructure software and services, by leading a highly effective and client-centric organization. |
| Biography/Resume | <p>PROFESSIONAL EXPERIENCE:</p> <p>INSTRUCTURE</p> <p>Chief Customer Experience Officer, 2020-Present</p> <p>Senior Vice President, Customer Success and Partnerships, 2018-2019</p> <p>Vice President, Customer Success and Partnerships, 2013-2018</p> |



UNIVERSITY OF CALIFORNIA IRVINE
Associate Dean, Distance Learning, 2012-2014

GOINGON NETWORKS
Vice President, Client Services & Support, 2011-2012

BLACKBOARD, INC
Senior Director, Global Solutions Engineering, 2004-2011

PEPPERDINE UNIVERSITY
Director, Instructional Technology, Graduate School of Education & Psychology (GSEP), 2002-2004

NEW YORK UNIVERSITY, STERN SCHOOL OF BUSINESS
Director, Educational Technology & Center for Innovation in Teaching & Learning, 1999-2002

KAPLAN EDUCATIONAL SERVICES
National Marketing Director, Admissions Consulting & Corporate Programs, 1997-1999

THE HIGH SCHOOL FOR ENVIRONMENTAL STUDIES
Director, Nonprofit providing urban education, 1995-1997

TEACHING EXPERIENCE:

UNIVERSITY OF CALIFORNIA. IRVINE CONTINUING EDUCATION
Instructor, eLearning Certificate Program, 2015-Present

PEPPERDINE UNIVERSITY
Faculty Member, Graduate School of Education & Psychology, 2003-2015

THE HIGH SCHOOL FOR ENVIRONMENTAL STUDIES
Social Sciences Secondary Teacher, 1995-1997

BOARD MEMBERSHIPS:

IMS GLOBAL LEARNING CONSORTIUM
Board Member, 2018-Present

OSCELOT
Board Member, 2015-Present



| | |
|----------------------------------|---|
| Name and Title | Brandon Broschinsky, Senior Director, Custom Development and Implementation |
| Experience with Similar Projects | <p>Brandon is responsible for the success and experience of implementations and custom development team engagements with customers. His past experience includes 14 yrs.' experience either building or leading teams in building custom software.</p> <p>Over the last 6 years, Brandon has grown the custom development team from 5 to over 30 team members comprised of Engineers, Quality Assurance, Project Management, Solutions Architecture, and UI/UX. In addition, Brandon and his team have scoped and delivered over 100 custom software applications and integrations for Instructure customers.</p> |
| Education | Adams State University – B.S., Mathematics with an emphasis in Computer Science |
| Resume | <p>Sr. Director, Custom Development and Implementation Instructure, Inc. Salt Lake City, Utah 2018 - Present</p> <p>Director of Custom Development Instructure, Inc. Salt Lake City, Utah 2015 - 2018</p> <p>Custom Development Team Lead Instructure, Inc. Salt Lake City, Utah 2013 - 2015</p> <p>Technical Architect Tomax 2013</p> <p>Lead Developer Tomax 2010 - 2013</p> |



| | |
|---|--|
| Name and Title | Kaitlin Barnes, Director of K-12, Customer Success Management Team |
| Experience with Similar Projects | <p>On the Customer Success Team, Kaitlin has managed and implemented numerous strategic accounts including the California Community College system, Stanford University and University of California-Berkeley.</p> <p>Previously, Kaitlin has managed two different Customer Success Teams at Instructure where she gained extensive experience in client escalations, complex projects, and strategic client initiatives.</p> |
| Education | <p>University of Utah – BS, Marketing</p> <p>University of Utah – MBA, Business Administration</p> |
| Resume | <p>Director, HE Customer Success Instructure, Inc. Salt Lake City, UT March 2018 -- Present</p> <p>Manager, Customer Success Team Instructure, Inc. Salt Lake City, UT January 2018 – November 2018</p> <p>Strategic Customer Success Manager Instructure, Inc. Salt Lake City, UT September 2017 – December 2017</p> <p>Customer Success Manager Instructure, Inc. Salt Lake City, UT June 2014 – September 2017v</p> |



| | |
|-----------------------|---|
| Name and Title | Janie Ruddy - Training Services Manager |
| Experience | Janie is an educator with 13 years’ experience. As an educator, she was a National Board Certified Teacher and Teacher of the Year in 2011. After coming to Instructure, she developed an on-demand training format through the Training Services Portal. She has also facilitated the transition to a 1:1 device environment with Canvas in a K12 setting. Currently, she is the manager of the Training Services team with 57 full-time and contract members. |
| Education | American College of Education – Masters of Education Fayetteville State University – Middle Grades Science Teaching Certification King’s College – B.S. Scrum Alliance – Certified Scrum Master |
| Resume | <p>Training Services Manager Instructure, Inc. Salt Lake City, UT September 2018 -- Present</p> <p>Project Manager on Demand Instructure, Inc. Salt Lake City, UT October 2017 -- September 2018</p> <p>Training Team Lead Instructure, Inc. Salt Lake City, UT February 2017 -- October 2017</p> <p>Trainer Instructure, Inc. Salt Lake City, UT July 2016 -- February 2017</p> <p>Math/Science Teacher Flagler County Schools Bunnell, FL August 2003 -- August 2014</p> |



v. Describe Offeror’s experience working with the government sector.

Instructure has offered learning solutions for universities, students at school districts, corporations, government entities, and teacher professional development since 2008. Further, Instructure currently has 16 K12 partnership deals at the state level, for example, representing large-scale deployments, unique configurations throughout the state, and negotiation history with higher-level government entities. We also have several state and community college systems in the HE space, so we are confident in our ability to leverage this experience to work with Public Agencies throughout the country to deploy Canvas and other Instructure offerings.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Instructure was acquired by Thoma Bravo earlier in 2020, which did not cause any major reorganization, but is worth noting to ESC Region 4. Other than this acquisition, there is no litigation, bankruptcy, or investigations facing Instructure or parent company Thoma Bravo that would affect the services offered herein.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Reference #1

Entity Name: DC Public Schools

Contact Name: Nicole Klues

Contact Title: Director, Learning Systems Innovation and Instructional Design

Contact Phone:

Contact Email: nicole.klues@dc.gov



CANVAS

City: Washington DC

State:

Years Serviced: 5

Description of Services: Canvas LMS for District-wide use

Annual Volume

Reference #2

Entity Name: Alexandria City Schools

Contact Name: Elizabeth Hoover

Contact Title: CTO

Contact Phone: (703) 619-8111

Contact Email: elizabeth.hoover@acps.k12.va.us

City: Alexandria

State: Virginia

Years Serviced: 3

Description of Services: Canvas LMS, Studio for District wide use

Annual Volume

Reference #3

Entity Name: Davis School District



CANVAS

Contact Name: Belinda Kuck

Contact Title: Director, Teaching and Learning Department

Contact Phone: 801-402-5209

Contact Email: bkuck@dsdmail.net

City: Farmington

State: UT

Years Serviced: 3

Description of Services: Canvas LMS, Studio for District wide use

Annual Volume

Reference #4

Entity Name: East Brunswick Public Schools

Contact Name: Nicole Tibbets

Contact Title: Director of Curriculum and Student Achievement

Contact Phone: 732.613.6659

Contact Email: NTIBBETTS@ebnet.org

City: East Brunswick

State: NJ

Years Serviced: 2



Description of Services: Canvas LMS, Studio for 6-12

Annual Volume

Reference #5

Entity Name: Central Bucks

Contact Name: Jason Jaffe

Contact Title: Director of Technology

Contact Phone: 267-893-5761

Contact Email: jjaffe@cbsd.org

City: Doylestown

State: PA

Years Serviced: 4

Description of Services: Canvas LMS District Wide

Annual Volume

Reference #6

Entity Name: Delaware City Schools

Contact Name: Jennifer Fry

Contact Title: Chief Technology Officer

Contact Phone: 740-833-1870



CANVAS

Contact Email: fryje@delawarecityschools.net

City: Delaware

State: OH

Years Serviced: 5

Description of Services: Canvas LMS District Wide

Annual Volume

Reference #7

Entity Name: Blue Valley School District USD 229

Contact Name: Brad Moser

Contact Title: Director of Blended Learning

Contact Phone: 913-239-4253

Contact Email: BMoser02@bluevalleyk12.org

City: Overland Park

State: KS

Years Serviced: 4

Description of Services: Canvas LMS District Wide, Studio

Annual Volume



Reference #8

Entity Name: Beaverton School District

Contact Name: Chris Giles

Contact Title: BSD Canvas Admin, T&L TOSA

Contact Phone: 503-356-4629

Contact Email: Christopher_Giles@beaverton.k12.or.us

City: Beaverton

State: OR

Years Serviced: 6

Description of Services: Canvas LMS District Wide

Annual Volume

Reference #9

Entity Name: Murrieta Valley Unified School District

Contact Name: John Fox

Contact Title: Coordinator II

Contact Phone: 9516961600

Contact Email: jfox@murrieta.k12.ca.us

City: Murrieta



State: CA

Years Serviced: 1

Description of Services: Canvas LMS, Studio

Annual Volume

Reference #10

Entity Name: Hacienda La Puente Unified School District

Contact Name: Thomas Tan, Ed.D.

Contact Title: Director-Network and Computer Services (NCS)

Contact Phone: (626) 934-4822

Contact Email: ttan@hlpusd.k12.ca.us

City: City of Industry

State: CA

Years Serviced: 1

Description of Services: Canvas LMS, Studio

Annual Volume

viii. Provide any additional information relevant to this section.

Please see the Case Studies provided as well as our Implementation Overview document which will help ESC Region 4 familiarize with Canvas use cases as well as how we will manage deployments for the array of Public Agencies that will purchase off of the Master Agreement. Case Studies for K12 and



CANVAS

Higher Education are located previously on page 64 and our Implementation Overview has been included in Appendix D of this submission document.



Tab 5 Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Please see Instructure's Product and Services Overview in this section beginning on the following page.



Instructure

Products & Services Overview

December 2020



CANVAS



PORTFOLIUM

BRIDGE

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Instructure Products

Note

This document includes confidential information about pricing. All product prices, except those indicated as “one-time”, are listed as per-user, per-year. All prices are listed in US Dollars (USD). All subscription pricing includes a 5% year-over-year escalation, unless otherwise stated. Prices available for new subscriptions only. Our pricing model is based on a one-time implementation fee and on subscription fees calculated by multiplying the number of users by an annual per-user subscription fee. User means a student, teacher, or administrator of Customer who is authorized to use the Service with an assigned login credential.

For pricing purposes “K12” refers to state and local governmental entities directly involved in classroom instruction of K-12 learners such as individual schools, districts, and departments of education. Pricing not listed as “K12” is for any other entities eligible to purchase through this agreement.

Canvas LMS

Canvas LMS Overview

Canvas is a single, integrated learning management system that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more – while keeping everything simple, easy, and in one place.

Canvas can be accessed anytime from anywhere, helping teachers engage students, and allowing parents to co-enroll in classes to track assignments and grades. Because Canvas requires no programming knowledge, teachers can easily create, manage, and reuse course content. Generally speaking, teachers, administrators, students, and parents already have the skills they need to navigate, learn, and use Canvas.

Canvas is hosted by Instructure on Amazon Elastic Compute Cloud (EC2) and uses the fully redundant storage resources of the Amazon Simple Storage Service (S3). Canvas is built on cloud-native, multi-tenant architecture capable of automatically scaling to serve tens of millions of users.

Canvas can be accessed from any computing or communications device with Internet connectivity and a compatible web browser, including tablets and smart phones. Instructure guarantees 99.9% system availability and provides full support, rolling updates with no downtime, backups, and data recovery.

With a balance of a consistent, easy-to-use interface and an open platform, institutions can share similar experiences while building integrations, content, and tools like LTI apps to contribute among their peers. Canvas provides an open LTI app center with over 300 apps. These free and paid apps can be added at the course, department, or school level.

Canvas also provides an extensive, open REST (JSON) API that is published publicly. This makes it easy for third-party apps to plug right into Canvas, pull from your data, and push data back in.

Canvas LMS Features

| Feature | Description |
|-------------------------|---|
| Accessibility | Instructure provides a Voluntary Product Accessibility Template, or VPAT, which is a tool that administrators and decision-makers can use to evaluate Canvas' conformance with the accessibility standards under Section 508 of the Rehabilitation Act and the Act WCAG 2.1 AA Standards. |
| Analytics | Monitors student engagement, predicts success, and tracks students' learning outcomes and progress by pedagogical goals and desired outcomes |
| Announcements | Delivered automatically to the course activity stream of all users based on their notification preferences |
| Assignments | Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more |
| Browser-based | Compatible with Apple Safari, Google Chrome, Microsoft Edge, and Mozilla Firefox |
| Calendar | Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications and support for iCalendar standard integrations |
| Chat | Synchronous text, video, and audio chat |
| Collaborations | Enable users to collaborate on projects using shared Canvas workspaces and tools such as Google Drive or Microsoft Office365 |
| Conferences | Integrated, synchronous webinars / video conferencing, whiteboard, and live chat |
| Discussions | Provide asynchronous (and near-synchronous) threaded public discussions, subject posting, and replies, which can be graded |
| ePortfolios | Students can create an unlimited number of public or private ePortfolios to display and reflect on notable coursework |
| FERPA & COPPA compliant | Complies with U.S. federal law regarding Family Educational Rights Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) and gives schools the tools they need to maintain compliance. See Appendix C for additional information. |



| Feature | Description |
|-----------------------|--|
| Files repository | Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality |
| Gradebook | Automatically generated and updated based on course assignments and assessments which are linked with the gradebook and the integrated feedback features |
| Grades | Assignments and Quizzes can be scored by points, percentages, letter grades, and complete/incomplete |
| Integrations | Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services |
| Learning Outcomes | Learning outcomes can be aligned to rubrics for institution-wide initiatives such as academic standards and accreditation |
| Mobile Access | Free native mobile apps for Apple iOS and Android. |
| Modules | Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence with support for selective release |
| Pages | Create flexible, customizable course pages with wiki functionality using the Rich Content Editor |
| Parent Co-enrollment | Enables parents to keep informed of class activities, school communications, and their child's classwork and learning progress |
| People | Includes the course roster and contact information for students, instructors, and TAs |
| Professional Learning | Create opportunities for teachers to learn online and support institution-wide resource sharing |
| Quizzes | Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types. Canvas supports IMS QTI and Respondus integrations. |
| Reports | Can be tailored to show learning outcomes and rubrics that cover multiple courses, departments, or the entire institution |



| Feature | Description |
|---------------------|--|
| Rich Content Editor | WYSIWYG and HTML editor used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and URL links |
| Rubrics | Created from sets of instructor-defined criteria to provide a structured, consistent, and prescriptive framework for assessment |
| Settings | Instructors can select course start and end dates, preferred language, grading scheme, copyright attribution, public or private visibility, as well as cross-list sections, add users, reorder course navigation, and configure external tools |
| SpeedGrader™ | Enables instructors to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks |
| State standards | Enables schools to align course objectives to Common Core/State Standards to meet reporting requirements |
| Syllabus | Course calendar changes automatically update the course syllabus generated automatically by defined coursework |
| User profile | Includes optional user photo, Canvas users can add a bio, website links, and choose which registered services users can see. If the student is a member of a course or a group then their profile page is available to other members of the group., time zone, contact methods, registered web services, and other options |



Canvas LMS Subscription (K12)

| Product Description | FTE Count | Amount / User |
|--------------------------------|---------------|----------------------------|
| Canvas LMS Annual Subscription | 200-999 | \$8.00 |
| Canvas LMS Annual Subscription | 1,000-2,999 | \$7.10 |
| Canvas LMS Annual Subscription | 2,000-4,999 | \$6.90 |
| Canvas LMS Annual Subscription | 5,000-7,499 | \$5.90 |
| Canvas LMS Annual Subscription | 7,500-9,999 | \$4.10 |
| Canvas LMS Annual Subscription | 10,000-49,999 | \$3.90 |
| Canvas LMS Annual Subscription | 50,000+ | \$3.50 |
| Canvas LMS Pilot | - | \$10,000 (per institution) |
| Canvas LMS Premium Pilot | - | \$25,000 (per institution) |

*Minimum 3 year contract term
 \$5,000 minimum subscription fee
 Requires Canvas LMS Implementation*

Canvas LMS Subscription

| Product Description | FTE Count | Amount / User |
|--------------------------------|---------------|---------------|
| Canvas LMS Annual Subscription | 200-999 | \$27.60 |
| Canvas LMS Annual Subscription | 1,000-1,999 | \$25.10 |
| Canvas LMS Annual Subscription | 2,000-4,999 | \$23.60 |
| Canvas LMS Annual Subscription | 5,000-9,999 | \$22.10 |
| Canvas LMS Annual Subscription | 10,000-14,999 | \$19.90 |



| Product Description | FTE Count | Amount / User |
|--------------------------------|---------------|----------------------------|
| Canvas LMS Annual Subscription | 15,000-19,999 | \$18.30 |
| Canvas LMS Annual Subscription | 20,000-29,000 | \$15.80 |
| Canvas LMS Annual Subscription | 30,000-59,000 | \$14.50 |
| Canvas LMS Annual Subscription | 60,000-79,000 | \$14.30 |
| Canvas LMS Pilot | - | \$10,000 (per institution) |
| Canvas LMS Premium Pilot | - | \$25,000 (per institution) |

Minimum 3 year contract term
 \$5,000 minimum subscription fee
 Requires Canvas LMS Implementation

Canvas LMS Implementation Bundles (K12)

| Product Description | FTE Count | Essential | Standard | Premium |
|---------------------------|---------------|--------------|--------------|--------------|
| Canvas LMS Implementation | 200-3,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 4,000-9,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 10,000-19,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 20,000-29,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 30,000-39,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 40,000-59,999 | Requires SOW | Requires SOW | Requires SOW |

All Implementation fees are one-time

Canvas LMS Implementation Bundles

| Product Description | FTE Count | Essential | Standard | Premium |
|---------------------------|---------------|--------------|--------------|--------------|
| Canvas LMS Implementation | 200-999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 1,000-1,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 2,000-4,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 5,000-9,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 10,000-14,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 20,000-29,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 30,000-59,999 | Requires SOW | Requires SOW | Requires SOW |
| Canvas LMS Implementation | 60,000 and up | Requires SOW | Requires SOW | Requires SOW |

All Implementation fees are one-time

Canvas LMS Support Packages

| Support Product | Rate | Minimum |
|--|---|---------|
| Canvas LMS Basic Support | Included in Canvas LMS Subscription fee | - |
| Canvas LMS 24x7 Support | 20% of Canvas LMS Subscription fee | \$2,500 |
| Canvas LMS Tier 1 Support (Per FTE) | \$3.50 / user | \$2,500 |
| Canvas LMS Tier 1 Support (faculty only) | \$2.70 / user | \$2,500 |
| Canvas LMS Tier 1 Support (K12 faculty only) | 10% of Canvas LMS Subscription fee | \$1,000 |
| Canvas LMS Tier 1 Support (K12 PD) | 20% of Canvas LMS Subscription fee | \$1,000 |
| Canvas LMS Tier 1 Support set-up fee | \$500 (one-time fee) | - |



| Support Product | Rate | Minimum |
|--|-------|---------|
| Additional Ticketing System License (per user) | \$500 | - |

** Tier 1 Support requires 24x7 Support*

Canvas Catalog

Canvas Catalog Overview

Canvas Catalog is a course catalog, registration, enrollment, and payment gateway.

Catalog is designed to fully integrate with Canvas and will provide schools with the ability to build a beautiful and customizable marketplace or storefront for their training courses. Catalog will make it easy for institutions to offer self-registration, self-enrollment, and self-payment options while automatically placing faculty in their Canvas courses, tracking their progress, and rewarding their completion with the appropriate certificates—all without the need for any administrative busywork along the way.

Canvas Catalog Features

| Feature | Description |
|--------------------------------|--|
| Full Integration with Canvas | Seamlessly integrates with Canvas and gives Catalog and Canvas a consistent user experience |
| Branded Marketplace | With full CSS and JavaScript support, Catalog allows institutions to design, label, color, and fully customize their web presence to address your organization's brand, theme, and imaging needs |
| Multiple Catalogs | Subcatalogs allow institutions to associate specific listings for a department, organization, team, or audience with their own branding and settings |
| Self-Service Account Creation | Learners can create their own Catalog account to enroll in course listings |
| Self-Service Course Enrollment | Learners can enroll themselves in open courses without requiring administration work to add students and enroll them |
| eCommerce Capabilities | Offers self-payment options by integrating with a variety of payment gateways, including Authorize.net, TouchNet, CashNet, and PayPal for course payment processing |



| Feature | Description |
|--------------------------------|---|
| Course Bundling | Administrators can create a program by grouping together specific courses. Programs can be made up of requirements, which are catalog courses that users are required to complete. |
| Certificate Authoring Tools | Catalog provides prebuilt certificate templates and allows customization using HTML and CSS to meet branding and certification needs |
| Certificate Distribution Tools | Supports certifications based on user-defined requirements on a course-by-course basis and for completion of programs |
| Discount/Promotion Codes | Ability to create discount/promotion codes for all listing or specific listings |
| Reporting | Catalog adds to the powerful reporting tools of Canvas by including integrated administrative features for monitoring enrollments, total revenue, discounts applied, and more |
| Waitlist | Wait list functionality for courses that have reached enrollment capacity. Participants who are on a course's wait list will automatically be enrolled once a spot becomes available |
| Enrollment Caps | Administrators can limit enrollments to the course on the catalog listing. |
| Searchable Course Catalog | Catalog's search bar allows users to search by location, instructor, course title, date, free or paid listings, open enrollment listings, listings with certificates, and any other details that are included in the listing description or title |
| Dashboard | The Catalog Dashboard allows users to view in progress and completed courses, as well as access their transcript of all current and concluded courses and programs. |
| Mobile Access | Catalog is responsive and will render natively on a mobile device via the mobile web. |

Canvas Catalog Subscription

| Product Description | Rate |
|--|----------|
| Canvas Catalog K12 Annual Subscription | \$10,000 |
| Canvas Catalog Annual Subscription | \$12,000 |
| Canvas Catalog Pilot | \$7,000 |

*Requires Canvas Catalog Implementation
Requires Canvas LMS Subscription*

Canvas Catalog Implementation Bundles

| Product Description | Rate |
|--|---------|
| Canvas Catalog Implementation | \$4,650 |
| Payment Gateway Configuration (optional) | \$1,400 |
| Wildcard Sub-Catalog Vanity URL (optional) | \$875 |
| Additional Sub-Catalog Vanity URL (optional) | \$875 |
| Catalog - Custom URL (optional) | \$1,500 |

All implementation fees are one-time

Canvas Catalog Support Packages

Support fees are included in the Canvas Catalog Subscription fee and will match whichever Canvas LMS Support package is currently contracted.

Canvas Studio

Canvas Studio Overview

Canvas Studio is an interactive video platform, used to make video learning and management experiences more intuitive, interactive, and collaborative. Studio is a more video-centric, interactive way to approach online and blended learning. Where video-as-a-learning-tool has typically been one-way and passive, Studio makes learning an active, collaborative, impactful two-way street.

Studio will help manage video assets, provides active learning experiences, capture learning analytics, and makes teaching and learning with video an active and easy activity.

Studio is easy to implement, and more importantly, simple to use. Studio will save resources and time by giving instructors and administrators the ability to easily measure interaction, while managing vast amounts of digital assets in just one interface.

Canvas Studio Features

| Feature | Description |
|-----------------------|---|
| Accessibility | Studio provides accessible playback, the ability to upload caption files, as well as the ability to auto-caption and allow editing of caption files. |
| File types | Studio supports the ability to upload nearly any audio or video file. |
| Cross-device support | Videos uploaded to Studio are transcoded in formats that support playback on multiple devices as well as multiple sizes and resolutions for different speed connections. |
| Learning analytics | Studio tracks what portions of each video each individual user watches and provides analytics to teachers in one click. Analytics also provide aggregate viewing data. |
| Integrated discussion | Users can make comments on videos at specific time stamps - facilitating interaction and discussion about the video contents. |
| Embed anywhere | Studio videos can be embedded anywhere using the built-in sharing options. This means that Studio videos can be placed in the LMS, blogs, or on the school website, eliminating the need for other video platforms. |

| Feature | Description |
|-------------------|---|
| Webcam capture | Studio allows users to enable their webcams and record a video directly within their browser, using HTML5. Meaning no additional plugins such as Flash or Java are required. |
| Desktop recording | Studio allows users to record their computer desktops and save the videos directly to the system. |
| Embedded quizzing | Studio allows the ability to overlay quizzes during video playback. When the user arrives at a quiz questions in the file the video will automatically pause and prompt them with the question. The video will automatically resume playback after the answer is submitted. |

Canvas Studio Subscription (K12)

| Product Description | FTE Count | Amount / User |
|-----------------------------------|---------------|---------------------------|
| Canvas Studio Annual Subscription | 200-999 | \$3.75 |
| Canvas Studio Annual Subscription | 1,000-1,999 | \$3.44 |
| Canvas Studio Annual Subscription | 2,000-4,999 | \$3.13 |
| Canvas Studio Annual Subscription | 5,000-9,999 | \$2.81 |
| Canvas Studio Annual Subscription | 10,000-14,999 | \$2.50 |
| Canvas Studio Annual Subscription | 15,000-19,999 | \$2.19 |
| Canvas Studio Annual Subscription | 20,000-29,000 | \$1.88 |
| Canvas Studio Annual Subscription | 30,000-59,000 | \$1.56 |
| Canvas Studio Annual Subscription | 60,000-Above | \$1.25 |
| Canvas Studio Pilot | - | \$1,500 (per institution) |
| Additional storage | - | \$3,000 / Terabyte |



*\$3,000 minimum subscription fee
Requires Canvas LMS Subscription
Includes 1 Gb Storage per User*

Canvas Studio Subscription

| Product Description | FTE Count | Amount / User |
|-----------------------------------|---------------|---------------------------|
| Canvas Studio Annual Subscription | 200-999 | \$6.00 |
| Canvas Studio Annual Subscription | 1,000-1,999 | \$5.50 |
| Canvas Studio Annual Subscription | 2,000-4,999 | \$5.00 |
| Canvas Studio Annual Subscription | 5,000-9,999 | \$4.50 |
| Canvas Studio Annual Subscription | 10,000-14,999 | \$4.00 |
| Canvas Studio Annual Subscription | 15,000-19,999 | \$3.50 |
| Canvas Studio Annual Subscription | 20,000-29,000 | \$3.00 |
| Canvas Studio Annual Subscription | 30,000-59,000 | \$2.50 |
| Canvas Studio Annual Subscription | 60,000-Above | \$2.00 |
| Canvas Studio Pilot | - | \$1,500 (per institution) |
| Additional storage | - | \$3,000 / Terabyte |

*\$3,000 minimum subscription fee
Requires Canvas LMS Subscription
Includes 1 Gb Storage per User*

Canvas Studio Implementation Bundles

| Product Description | Rate |
|-----------------------|---------|
| Studio Implementation | \$1,500 |

All implementation fees are one-time

Canvas Studio Support Packages

Support fees are included in the Canvas Studio Subscription fee and will match whichever Canvas LMS Support package is currently contracted.

MasteryConnect

MasteryConnect Overview

MasteryConnect is the assessment and curriculum platform that transforms assessment and data cultures in schools and districts by empowering educators to move past simply collecting data to using standards-based data to directly impact teaching and learning in real time.

MasteryConnect Features

| Feature | Description |
|--------------------------------------|--|
| Mastery tracker | Designed with the teacher in mind. Through MasteryConnect’s MasteryConnect, teachers can effectively assess core standards, monitor student performance, and report student mastery to parents and administrators. |
| Common assessment creation & sharing | Common assessment sharing is free for all teachers. Teachers sharing common assessments saves everyone time. Share assessments of any curriculum type such as multiple choice, open-answer, rubrics, writing and oral assessments. |
| Resource Pins | Pin and discover standards aligned resources. With familiar pinning tools, easily find resources that have been aligned to both state and Common Core standards. Upload your own resources to curriculum maps and share pins in student playlists. |
| Learning community | Teachers can join the Learning Community for FREE! MasteryConnect takes the work out of practicing a Professional Learning Community and lets teachers create their own Personal Learning Network. |
| Reports | Get real-time information right from the classroom about standards that have been taught and assessed. Teachers can easily compare and collaborate around data driven by common assessments. |
| Integration ready | Synchronizing roster information, demographics and other key data for reporting. Data and single-sign-on API's allow you to connect your MasteryConnect data to school and district dashboards or data warehouse systems. |

| Feature | Description |
|--|--|
| Grading tools | Time-Saving Assessment Tools give teachers their time back. MasteryConnect’s assessment tools provide multiple ways to give formative and benchmark/interim assessments and makes grading automatic and fast. Scores appear in real-time right in your MasteryTracker. |
| Standards-based assessment system | The MasteryConnect assessment system was designed around the primary goal of tracking student mastery of learning standards, then delivering usable standards-based data to educators in real time. This in-the-moment feedback empowers teachers to make informed, data-driven decisions based on students’ mastery of the knowledge, skills, and abilities related to specific standards, so they can immediately impact learning through targeted interventions and self-evaluation. |
| Item banks | MasteryConnect has established relationships with many third-party content providers. Our strong partnerships with the industry’s best content providers mean that teachers and administrators can easily access and deliver tightly aligned, vetted items for the creation of standards-based formative and benchmark assessments. |
| Item types | Teachers and assessment creators have a wide variety of question types to choose from, including: multiple answer, multiple choice, multiple dropdown, fill in the blank, hot spot, matching, mathematics, file upload, open ended (essay), ordering, true/false, and likert scale. |
| Pre-Created formative and summative assessments | Our close partnerships with world-class content providers also means that MasteryConnect schools and districts may choose to have pre-created assessments— both formative and summative—loaded within the MasteryConnect platform. |
| Creating standards-based assessments | MasteryConnect provides assessment tools to build standards-aligned assessments for every grade, subject, and learning style. Whether teachers are searching for teacher-created assessments in our online Assessment Community, developing a common formative assessment with their grade or subject-level PLC, or grading student performance based on their own observations using raw score functionality, MasteryConnect delivers the tools they need to get real-time insight into what their students know and don’t know, so they can better target interventions and evaluate their own efficacy. |
| Printable bubble sheets that can be scanned/stored | Teachers can easily print plain-paper bubble sheets to quickly score student assessments. Paper-pencil based assessments are scored in seconds using GradeCam technology within the MasteryConnect platform using any webcam or document camera. Support for scanning of plain- |

| Feature | Description |
|---------|---|
| | paper bubble sheets is also extended to mobile devices through our mobile Teacher App for both Android and iOS devices. |

MasteryConnect Subscription (K12)

| Product Description | FTE Count | Amount / User |
|------------------------------------|---------------|---------------|
| MasteryConnect Annual Subscription | 200-499 | \$6.00 |
| MasteryConnect Annual Subscription | 500-999 | \$6.00 |
| MasteryConnect Annual Subscription | 1,000-2,999 | \$6.00 |
| MasteryConnect Annual Subscription | 3,000-4,999 | \$5.50 |
| MasteryConnect Annual Subscription | 5,000-7,499 | \$4.50 |
| MasteryConnect Annual Subscription | 7,500-9,999 | \$4.25 |
| MasteryConnect Annual Subscription | 10,000-49,000 | \$3.50 |
| MasteryConnect Annual Subscription | 50,000-Above | \$3.00 |

\$5,000 minimum subscription fee

MasteryConnect Add-on Subscriptions (K12)

Certica Navigate Item Bank

| Product Description | FTE Count | Amount / User |
|----------------------------|-------------|---------------|
| Certica Navigate Item Bank | 200-499 | \$3.00 |
| Certica Navigate Item Bank | 500-999 | \$3.00 |
| Certica Navigate Item Bank | 1,000-2,999 | \$2.80 |

| Product Description | FTE Count | Amount / User |
|----------------------------|---------------|---------------|
| Certica Navigate Item Bank | 3,000-4,999 | \$2.60 |
| Certica Navigate Item Bank | 5,000-7,499 | \$2.40 |
| Certica Navigate Item Bank | 7,500-9,999 | \$2.20 |
| Certica Navigate Item Bank | 10,000-49,000 | \$2.00 |
| Certica Navigate Item Bank | 50,000-99,999 | \$1.80 |

Requires MasteryConnect subscription

KDS Item Bank

| Product Description | FTE Count | Amount / User |
|---------------------|---------------|---------------|
| KDS Item Bank | 200-499 | \$3.00 |
| KDS Item Bank | 500-999 | \$3.00 |
| KDS Item Bank | 1,000-2,999 | \$2.85 |
| KDS Item Bank | 3,000-4,999 | \$2.70 |
| KDS Item Bank | 5,000-7,499 | \$2.55 |
| KDS Item Bank | 7,500-9,999 | \$2.40 |
| KDS Item Bank | 10,000-49,000 | \$2.25 |
| KDS Item Bank | 50,000-99,999 | \$2.25 |

Requires MasteryConnect subscription

Customized Report Cards

| Product Description | FTE Count | Rate |
|-------------------------|---------------|---------------|
| Customized Report Cards | 1-4,999 | \$2,500 |
| Customized Report Cards | 5,000-7,499 | \$0.50 / User |
| Customized Report Cards | 7,500-9,999 | \$0.40 / User |
| Customized Report Cards | 10,000-14,999 | \$0.35 / User |
| Customized Report Cards | 15,000+ | \$0.25 / User |

*Requires MasteryConnect subscription
Requires Customized Report Cards Implementation*

Customized Report Cards Implementation Bundles

| Product Description | FTE Count | Rate |
|--|-----------|---------|
| Customized Report Cards Implementation | - | \$2,500 |

Other

| Product Description | FTE Count | Amount / User |
|--|-----------|---------------|
| GradeCam | - | \$1.00 |
| Desmos | - | \$0.75 |
| DCM (Diagnostics Classification Model) | - | \$2.00 |

Requires MasteryConnect subscription

Instructure Services

Adoption Consulting

Whether online, through onsite workshops, or embedded consultants, Adoption Consulting deepens and elevates the use of Instructure products to meet pedagogical goals across an organization by offering customized consultation and targeted coaching. With an aim to increase platform adoption, student engagement, and other specific initiatives, we can tailor both the content and the experience to support your institution.

| Service Name | Description | Rate |
|--|--|--|
| Dedicated Canvas Consultant | A dedicated Canvas expert with instructional experience who will work with key stakeholders, local technology staff, and educators to develop and deepen the level of Canvas adoption in support of local goals and initiatives. | Variable, SOW required |
| Adoption Consulting - Onsite Workshop (1 Day) | Choose from 5 focus areas to create an adoption consulting workshop that coaches school leaders to think through the best ways to use Canvas to plan for, launch, execute, and complete an initiative. The workshop can also support teachers with hands-on experiences to show them how to execute the plans and connect Canvas to their pedagogical practices during a one day onsite. | \$5,000 (each) |
| Adoption Consulting - Onsite Workshop (Additional Consecutive Day) | Choose from 5 focus areas to create an adoption consulting workshop that coaches school leaders to think through the best ways to use Canvas to plan for, launch, execute, and complete an initiative. The workshop can also support teachers with hands-on experiences to show them how to execute the plans and connect Canvas to their pedagogical practices during a one day onsite. Consecutive add on day. | \$2,000 (each), requires 1 Day Onsite Workshop |
| Adoption Consulting - Remote Consultation | Customized remote consultation that coaches school or department leaders to think through the best ways to use Canvas to plan for, launch, execute, and complete an initiative in a way that connects Canvas to their pedagogical practices. | \$175/hour |
| Adoption Consulting - Onsite Workshop & Remote Follow-Up Bundle | Choose from 5 focus areas to create an adoption consulting workshop that coaches school leaders to think through the best ways to use Canvas to plan for, launch, execute, and complete an initiative. The workshop will also support teachers with hands-on experiences to show them how to execute the plans and connect Canvas to their | \$10,000 (each) |

| Service Name | Description | Rate |
|---|--|-----------------|
| | pedagogical practices during a three day onsite and 10 hours of follow-up data driven remote coaching. | |
| Adoption Consulting - Onsite Workshop (10 Days) | Choose from 5 focus areas to create an adoption consulting workshop that coaches school leaders to think through the best ways to use Canvas to plan for, launch, execute, and complete an initiative. The workshop will also support teachers with hands-on experiences to show them how to execute the plans, connect Canvas to their pedagogical practices, and expedite their transition to a new LMS during a ten day onsite. | \$25,000 (each) |

Change Strategy

When customers think they know where they want to go, but they aren't sure how to get everyone on board, we can assist them with building their change management competency and/or guide them through the change management process by developing actionable plans to get them to their desired future state. We bring industry best practices and tools to the table to address the people side of change.

| Service Name | Description | Rate |
|--|--|------------------------|
| Dedicated Canvas Consultant (SOW Required) | A dedicated Canvas expert with instructional experience who will work with key stakeholders, local technology staff, and educators to develop and deepen the level of Canvas adoption in support of local goals and initiatives. | Variable, SOW required |
| Change Strategy - Comprehensive Planning & Consultation Bundle | In this year-long engagement, learn to connect Instructure products to your vision for teaching and learning and build a communication plan, a training plan, and a user engagement plan that will enable you to get buy-in and manage resistance to increase adoption, optimize utilization, and improve your return on investment. | \$45,000 (each) |
| Change Strategy - Onsite Workshop & Remote Follow-Up Bundle | In this three-day workshop, learn to connect Instructure products to your vision for teaching and learning and build a communication plan, a training plan, and a user engagement plan that will enable you to get buy-in and manage resistance to increase adoption, optimize utilization, and improve your return on investment. | \$15,000 (each) |

| Service Name | Description | Rate |
|--|---|--|
| Change Strategy - Course Enrollment | With access to proven guides and worksheets, learn to connect Instructure products to your vision for teaching and learning and utilize a solid framework as you build a communication plan, a training plan, and a user engagement plan to increase adoption, optimize utilization, and improve your return on investment. | \$1,000 (each) |
| Change Strategy - Remote Consultation (Hourly) | Through remote consulting webinars, learn to connect Instructure products to your vision for teaching and learning and get support as you build a communication plan, a training plan, and a user engagement plan that will enable you to get buy-in and manage resistance to increase adoption, optimize utilization, and improve your return on investment. | \$250/hour |
| Change Strategy - Onsite Workshop (1 Day) | In this one-day workshop, learn to connect Instructure products to your vision for teaching and learning and set actionable goals that will enable you to get buy-in and manage resistance to increase adoption, optimize utilization, and improve your return on investment. | \$5,000 (each) |
| Change Strategy - Onsite Workshop (Additional Consecutive Day) | In this one-day workshop, learn to connect Instructure products to your vision for teaching and learning and set actionable goals that will enable you to get buy-in and manage resistance to increase adoption, optimize utilization, and improve your return on investment. | \$2,000 (each), requires 1 Day Onsite Workshop |

Custom Development

We work with customers to fill gaps in Canvas functionality to 3rd party system integrations. We also build custom software to meet needs of teacher, administrators or other faculty within an organization.

| Service Name | Description | Rate |
|--|---|-----------------------------------|
| Custom Dev - Non-Recurring Milestones (Fixed Bid) (SOW Required) | One time custom development charge with Milestone options | Variable, Fixed Bid, SOW required |

| Service Name | Description | Rate |
|---|---|------------------------------|
| Custom Dev - Non-Recurring (Fixed Bid) (SOW Required) | One time Custom Development charge | Variable, SOW required |
| Custom Dev - Recurring (Fixed Bid) (SOW Required) | Recurring Custom Development charge | Variable, SOW required |
| Custom Dev - Non-Recurring Retainer (SOW Required) | One time Custom Development Retainer charge. These services are individually scoped and backed by an SOW (which is included with the order). Must include signed/completed SOW which is scoped by the Custom Development team prior to quote. | Variable, SOW required |
| Canvas - K12 Pace Plans Subscription | Pace Plans is an additional application for customers to purchase that makes it easier to manage students completing coursework on an individualized schedule based on when they join the course. Annual subscription fee which escalates at 5% | \$12,000/year, 5% escalation |
| Canvas - Pace Plans Subscription | Pace Plans is an additional application for customers to purchase that makes it easier to manage students completing coursework on an individualized schedule based on when they join the course. Annual subscription fee which escalates at 5% | \$10,000/year |
| Canvas - K12 Pace Plans Implementation Bundle | Pace Plans implementation includes set-up of the Pace Plans application, a 1-hour remote training for teachers on how to use Pace Plans, and 2 hours of remote adoption consulting. SOW required. One time fee. | \$12,000 (each) |
| Canvas - Pace Plans Implementation Bundle | Pace Plans implementation includes set-up of the Pace Plans application, a 1-hour remote training for teachers on how to use Pace Plans, and 2 hours of remote adoption consulting. SOW required. One time fee. | \$10,000 (each) |

| Service Name | Description | Rate |
|---|--|--|
| Managed Canvas Data (SOW Required) | Managed Canvas Data Services provide the customer with their Canvas data in a fully managed, petabyte-scale data warehouse service in the cloud, making it easily accessible in a standard schema for analysis and reporting with industry-standard reporting tools. Annual subscription fee with non-standard escalation. SOW Required. | Variable, SOW required, \$10,000 minimum |
| Managed Teaching and Learning Data (SOW Required) | Managed Teaching and Learning Data provide the customer with their Canvas data, with the exception of Requests, in a fully managed, data warehouse service in the cloud, making it easily accessible in a standard schema for analysis and reporting with industry-standard reporting tools. Annual subscription fee with non-standard escalation. SOW Required. | Variable, SOW required, \$4,000 minimum |
| Reporting Library | Reporting Library provides the SQL statements necessary for clients to run provided reports against their own Canvas Data set. | Variable, SOW required, \$1,000 (recurring) minimum plus \$1,000 implementation (one time) |
| Reporting Library Implementation Bundle | Reporting Library provides the SQL statements necessary for clients to run provided reports against their own Canvas Data set. | Variable, SOW required, \$1,000 (recurring) minimum plus \$1,000 implementation (one time) |
| Data Consulting Services | Data Consulting is a set of services tailored to help customers identify how to best leverage Canvas' reporting and data offerings to achieve your business intelligence goals. Data consulting services are provided using a retainer services model. | Variable, SOW required |

Custom Learning Services

Content Services can help you make the transition easier by providing course templates, migration, workshops, and content restructuring. We create custom content including course design, program strategy, animation, video production and translation. We provide instructional design through consultation and content evaluation.



| Service Name | Vendor | Description | Rate |
|---|-----------------|--|------------------------|
| Instructional Design: Custom Learning Services Bundle | Construct | In collaborative partnership with your vision leading the way, a dedicated project manager will take you on the instructional design journey from discovery to delivery, leveraging the best from your stakeholders and subject-matter experts, and Construct’s expert team of learning strategists, course writers, graphic designers and media production specialists. | Variable, requires SOW |
| Instructional Design: Custom Learning Services Bundle | iDesign | - | Variable, requires SOW |
| Instructional Design: Custom Learning Services Bundle | Unicon | Unicon will assign a small cross-functional team with experience implementing user interfaces within learning environments. | Variable, requires SOW |
| Instructional Design: Custom Learning Services Bundle | K16 | Migration experts will extract content from your current LMS, and quickly move it over to Canvas. Take the opportunity to edit, update, and improve courses. Instructure provided services focus on restructuring and alignment of course materials to optimize Canvas features. Currently supports Sakai, Blackboard, and Blackboard SCORM course content migration to Canvas | Variable, requires SOW |
| Other Initiatives | Digital Promise | Digital Promise is considered the industry's foremost quality provider of micro-credentials. Not familiar with micro-credentials? They are digital certifications that verify an educator’s competence in a specific skill or set of skills. Digital Promise enables educators to continue their learning on-demand, whenever from wherever, to support personal goals and student learning. | Variable, requires SOW |
| Other Initiatives | Quality Matters | Quality Matters is considered the industry's leading expert in certifying high quality online courses. K12, HED, and CED Rubrics are available. Certifications purchased directly through QM for additional cost. | Variable, requires SOW |

Implementation (Consulting)

We provide expert technical consultation to assist customer technical teams in implementing Canvas. Depending on the level of implementation, we can also provide a Remote project manager, Customized project plan, Technical expertise, Onsite face-to-face working sessions

| Service Name | Description | Rate |
|------------------------------------|---|---|
| Canvas - IC travel (Onsite 1 Day) | Onsite expert technical consultation provides face-to-face collaboration to ensure your complex technical Canvas needs are solved, implementation is accelerated, and you receive guidance on best practices for maintaining a fully integrated system. | \$5,000 (each) |
| Canvas - IC travel Consecutive Day | Onsite expert technical consultation provides face-to-face collaboration to ensure your complex technical Canvas needs are solved, implementation is accelerated, and you receive guidance on best practices for maintaining a fully integrated system. | \$2,000 (each), requires Onsite 1 Day IC Travel |

Instructional Design

Content Services can help you make the transition easier by providing course templates, migration, workshops, and content restructuring. We create custom content including course design, program strategy, animation, video production and translation. We provide instructional design through consultation and content evaluation.

| Service Name | Description | Rate |
|--|---|------------|
| Instructional Design: Consultation Service | <p>Our Design Consultation services provide you an open line of communication with an Instructional Designer. Through design consultation, you will be provided with course suggestions and feedback, assistance with analyzing institutional needs, and the confidence to make design decisions that support ideas for future course goals.</p> <p>General Consultation time can be utilized in a variety of ways to provide instructional design resources and expertise. Content Restructuring An instructional designer will work with an institution to evaluate migrated learning materials and set a strategy for revisions. These can include adding graphics, updating courses for improved course flow, correcting and reformatting text, and aligning content to instructional design best practices.</p> <p>Course evaluation services provide insight into best practices. Recommendations will focus on aligning course</p> | \$175/hour |

| Service Name | Description | Rate |
|---|---|---|
| | <p>objectives, accessibility, and overall creation of an enhanced user experience.</p> <p>Does not include a review of third-party materials or question banks. Services do not include custom CSS or JavaScript.</p> | |
| Dedicated Instructional Designer (SOW Required) | A dedicated Canvas expert with instructional design experience who will work with key stakeholders, local staff, and educators to provide Instructure offered Instructional Design Services, including: Course Evaluations, Content Restructuring, ID Consultation, Template and Visual Asset Creation. | Variable, SOW required |
| Instructional Design: Badging Design Services | Get started with badging in Canvas with our remote badging design service. Clients will receive a badging framework workbook, 15 customized badges and 2 hours of consultation for assistance connecting badges to course content. | \$1,500 (each) |
| Instructional Design: 3 Day Workshop | Attend a face to face interactive workshop designed in alignment with institution specific content needs and instructional design best practices. Participants are provided with resources, tips, and guidance for creating and distributing courses that are accessible, mobile friendly, and graphically organized. | \$10,000 (each) |
| Instructional Design: Consecutive Onsite Day | Attend a face to face interactive workshop designed in alignment with institution specific content needs and instructional design best practices. Participants are provided with resources, tips, and guidance for creating and distributing courses that are accessible, mobile friendly, and graphically organized. | \$2,000 (each), requires Instructional Design: 3 Day Workshop |
| Instructional Design: Onsite Design (1 Day - Travel Included) | Attend a face to face interactive workshop designed in alignment with institution specific content needs and instructional design best practices. Participants are provided with resources, tips, and guidance for creating and distributing courses that are accessible, mobile friendly, and graphically organized. | \$5,000 (each) |

Migrations

Content Services provides a content migration service to aid new customers in transferring data from a legacy LMS into Canvas. There are four different migration services offered at this time: bulk migrations, Arc video migration, Gauge migration, and white glove cleanup.

| Service Name | Description | Rate |
|---|---|--|
| Canvas - Course Migration | Migration of up to 1,000 courses from currently supported formats. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 Package, D2L, Moodle 1.9/2.x .zip file, eCollege, native Canvas format. | \$1000/up to 1000 courses; \$1/per course thereafter |
| Canvas - White Glove Discovery | White Glove Migration will provide a project 'Discovery' which includes 5 hours of White Glove Migration work and the creation of a proof of concept course". | \$500 (each) |
| Canvas - White Glove Migration (SOW Required) | Migration experts will work directly with clients throughout the process to identify and migrate content into Canvas. Course materials will be restructured, corrected, and aligned to Canvas functionality. Quality assurance is provided for each course and the end product will meet the institution standards. | Variable, SOW required |
| Migration Hourly Consulting | Connect with the Migration team for consultation work regarding content migration needs. | \$75/hour |
| Studio - Video Migration (Canvas) | Migration will require access to videos and caption files via SFTP, a mailed hard drive, or a download link. Bulk migration also requires a mapping file to import caption files with videos. Migration will include re-pathing existing video links inside of Canvas for supported video formats. Migration of up to 1,000 videos. | \$1,000/up to 1,000 videos |

Partners

Through our Canvas Partnerships, we have unique reseller agreements with Big Blue Button (Canvas Conferences), Pronto, and Badgr.

| Service Name | Description | Rate |
|---|--|--|
| Canvas - Conferences Premium Tier | <p>Canvas Conferences Premium Tier: Pricing based on quantity of concurrent sessions. Includes: Up to 100 simultaneous users per Concurrent Session, Branded landing page, Breakout rooms, 2nd level technical support from Blindside Networks, Video recordings provided as a downloadable H.264 video file, inclusive of audio, webcams, slides and desktop sharing, Invite URL, which can be sent to an external guest to join for the duration of a live session, Choice of hosting regions in North America and Europe, Recordings retained for 90 days following termination of agreement and, upon request, Blindside will make available all recordings for transfer.</p> <p>To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement. Blindside Networks, Inc. reserves the right to review actual usage annually and may recommend Instructure sell additional future concurrent session(s) to match usage.</p> | Variable, requires SOW |
| Canvas - Conferences Premium Dial-In Number, Region 1 | <p>Canvas - Conference Premium Dial-In Number, Region 1: Pricing based on blocks of 1000 minutes/month. Includes Region 1 phone number with unique conference PIN (extension) for each session. To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement.</p> | \$600, requires Canvas Conferences Premium |
| Canvas - Conferences Premium Dial-In Number, Region 2 | <p>Canvas - Conference Premium Dial-In Number, Region 2: Pricing based on blocks of 500 minutes/month. Includes Region 2 phone number with unique conference PIN (extension) for each session. To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement.</p> | \$600, requires Canvas Conferences Premium |
| Canvas - Conferences | <p>Canvas - Conference Premium Dial-In Number, Region 3: Pricing based on blocks of 250 minutes/month. Includes</p> | \$600, requires Canvas |



| Service Name | Description | Rate |
|---|---|--|
| Premium Dial-In Number, Region 3 | Region 3 phone number with unique conference PIN (extension) for each session. To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement . | Conferences Premium |
| Canvas - Conferences Premium Dial-In Number, Region 4 | Canvas - Conference Premium Dail-In Number, Region 4: Pricing based on blocks of 100 minutes/month. Includes Region 4 phone number with unique conference PIN (extension) for each session. To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement . | \$600, requires Canvas Conferences Premium |
| Canvas - Conferences Premium Dial-In Number, Region 5 | Canvas - Conference Premium Dail-In Number, Region 5: Pricing based on blocks of 50 minutes/month. Includes Region 5 phone number with unique conference PIN (extension) for each session. To the extent that Customer is purchasing services or products provided by Blindside Networks Inc.'s in this order form, Customer agrees to be legally bound by Blindside Networks Inc.'s Services Agreement, a copy of which is available at http://blindsidenetworks.com/services-agreement . | \$600, requires Canvas Conferences Premium |
| Badgr - Implementation | Setup for Badgr | \$0, requires Badgr Pro Subscription |
| Badgr Pro for Canvas Subscription | Badgr Pro provides rich learning analytics to help teachers and administrators understand badging activity at their institutions. To the extent that Customer is purchasing services or products provided by Concentric Sky, Inc., Customer agrees to be legally bound by Concentric Sky, Inc. Terms of Service (https://badgr.com/terms-of-service.html) and its Privacy Policy (https://badgr.com/privacy-policy.html). | Variable, requires SOW |
| Badgr Pathways for Canvas Subscription | Badgr Pathways gives teachers and students an easy to use view of their progress through a pathway right in their Canvas courses. To the extent that Customer is purchasing services or products provided by Concentric Sky, Inc., Customer | Variable, requires SOW |



| Service Name | Description | Rate |
|--|---|--|
| | agrees to be legally bound by Concentric Sky, Inc. Terms of Service (https://badgr.com/terms-of-service.html) and its Privacy Policy (https://badgr.com/privacy-policy.html). | |
| EesySoft Subscription - HigherEd | EesySoft subscription based on FTE | Variable, requires SOW |
| EesySoft Subscription - K12 | EesySoft subscription based on FTE | Variable, requires SOW |
| EesySoft Implementation Bundle | Mandatory EesySoft one-time setup (\$1500 USD) and training (\$1200 USD) delivered by EesySoft to the Canvas customer | \$2,700 (each), requires EesySoft subscription |
| Pronto | Hit Labs' proprietary real-time communication software platform, includes integration with Customer's Canvas instance, group messaging, direct messaging, live video conferencing and video archiving, screen sharing on the Pronto web application, task creation and management, open-invite group support, read receipts, status indicators, message language translation, and user blocking features. | Variable, requires SOW |
| Pronto Implementation | Set up of Pronto | Variable, requires Pronto subscription |
| Optional: Pronto Onsite Rollout Implementation | Two dedicated Pronto resources onsite for eight hours performing duties as mutually agreed upon with the Customer in accordance with a custom rollout plan. | \$5,000/day |
| Unicheck - Pilot | Up to 6 months of access to Unicheck, including migration from other plagiarism services. Can be institution wide or departmental. | Variable, requires SOW |
| Unicheck subscription | Cloud based plagiarism detection software that finds similarities, citations and references in texts. Unicheck is primarily used in K12 and Higher Ed Institutions. Over 400 institutions globally. | Variable, requires SOW |

| Service Name | Description | Rate |
|-------------------------|--------------------|-------------------------------------|
| Unicheck Implementation | Set up of Unicheck | \$0, requires Unicheck subscription |

Technical Consulting

By partnering with clients, the Technical Consulting team aims to achieve our clients' technical goals. Beyond implementation, we offer Onsite Implementation Consulting for onsite support, Data Provisioning for configuring a new SIS integration, Admin Consulting for further assistance after implementation is completed, and the Remote Administrator service to provide a Canvas administrator for your institution. The Remote Administrator will provide administrative management of your Canvas Instance to offload your day-to-day Canvas operations and tasks.

| Service Name | Description | Rate |
|------------------------------------|---|--|
| Canvas - Admin Consulting | Remote Technical Consultation up to the contracted number of hours. 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. | \$150/hour or \$120/hour for 5 or more hours on the same order form. |
| Canvas - Data Provisioning | Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for customer's Canvas instance. If the customer has switched Student Information Systems, the IC will execute a remapping plan. | \$1,000 (each) |
| Canvas - IC travel (Onsite 1 Day) | Onsite expert technical consultation provides face-to-face collaboration to ensure your complex technical Canvas needs are solved, implementation is accelerated, and you receive guidance on best practices for maintaining a fully integrated system. | \$5,000 (each) |
| Canvas - IC travel Consecutive Day | Onsite expert technical consultation provides face-to-face collaboration to ensure your complex technical Canvas needs are solved, implementation is accelerated, and you receive guidance on best practices for maintaining a fully integrated system. | \$2,000 (each), requires IC travel Onsite 1 Day |

Templates

Templates help create a consistent look and feel within a course and models Canvas Best Practices for institutions to replicate and learn from. Templates will shorten the adoption time to begin using and feeling comfortable in a new system by giving users a well-built framework.

| Service Name | Description | Rate |
|--|---|----------------|
| Instructional Design: Curriculum Management Template | An instructional designer will work directly with clients throughout the design process to create a customized curriculum management template designed to meet end user needs. It will include sample Canvas content items, complete instructions to further customize, add additional materials, and instructions for resource organization. | \$6,000 (each) |
| Instructional Design: Custom Template | An instructional designer will work directly with clients throughout the design process to create a customized course template designed to meet end user needs. It will include sample Canvas content items, complete instructions to further customize, add additional materials, and instructions for use that support online teaching best practices. | \$3,000 (each) |
| Instructional Design: Ready Made Template | Customers select a course template from our suite of designs. Ready Made Templates come in a variety of choices built to support multiple teaching and learning applications. The templates come with complete instructions on how to customize, add additional materials, and instructions for use that support online teaching best practices. | \$1,000 (each) |
| Instructional Design: Ready Made Templates + Consulting Bundle | Customers select a course template from our suite of designs. Ready Made Templates come in a variety of choices built to support multiple teaching and learning applications. An instructional designer will work directly with clients to customize the template and provide other resources during the consultation time. Adding graphics, formatting text, adjusting the course flow, and other changes to fit the institution needs will be prioritized by the client. Bundle includes 1 Ready Made Template and 14 hours of consultation time. | \$3,450 (each) |

Training

Training helps end users learn how to use any of Instructure products (Canvas, Gauge, Arc, White Pages, etc). Customized training can be onsite or online, while subscription training offers a menu of topics given in an online format.



| Service Name | Description | Rate |
|--|---|--|
| Training Services Portal | A portal linked to each instances' help menu. ALL clients have access to a basic set of training courses & videos for Admins and Teachers. Additional content is available for the 20 named subscription users (webinars & future self-paced training content and videos that are currently in production) or for unlimited subscription training instances. Included is an admin dash providing reporting to users whose admins have selected to receive such reports. | Free for some content, additional content available with Subscription Training purchases |
| Canvas - Unlimited Subscription Training | All Faculty will have access to over 40 pre-scheduled online training sessions where they will learn the skills they need to use Canvas. Faculty can take unlimited trainings for the 12-month duration of the subscription. All sessions offer badging through Credly. | 10% of subscription 1st year / 5% for subsequent years (\$3,000 minimum - K12, \$5,000 minimum - HIED) |
| Canvas - Training 1 Year Subscription 20 Users | 20 named Faculty/Staff will have access to over 40 pre-scheduled online training sessions where they will learn the skills they need to use Canvas. Faculty can take unlimited trainings for the 12-month duration of the subscription. Included for 1 year with implementation. All sessions include badging through Credly. | \$2,000/year |
| Canvas - Onsite Training (1 Day - Travel Included) | Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. Training days includes six hours of delivery where users will have access to face to face training sessions and learn the skills they need to use Canvas. Travel Included. | \$5,000 (each) |
| Canvas - Onsite Training (1 Day - Travel Not Included) | Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. Training days includes six hours of delivery where users will have access to face to face training sessions and learn the skills they need to use Canvas. Travel billed separately. | \$3,000 (each) |
| Canvas - Onsite Training Additional | Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. Training days includes six hours of delivery where users will have | \$2,000 (each), requires Onsite Training 1 Day |



| Service Name | Description | Rate |
|-------------------------------|---|----------------|
| Consecutive Days (per day) | access to face to face training sessions and learn the skills they need to use Canvas. Must be used in conjunction with at least one Canvas - Onsite Training (1-day). | |
| Studio - Studio Training | As of February 1st, 2020, Studio training provides a self-paced training course with content, guides and video trainings provided to the admin allowing the admin to enroll other users. After completion of the self-paced course the client may schedule up to 1-hr of Q&A time with a trainer. | \$800 (each) |
| Catalog - Admin Training | As of February 1, 2020, Canvas Admin will receive self-paced course focusing on structuring Catalog within their Canvas LMS instance. This course also cover show to add courses, customize Catalog their Catalog instance using basic Catalog tools, and establish Catalog Administrators to assist in managing their Catalog instance. Upon completion of the course, the admin may schedule a 30 minute live Q/A with a trainer. | \$400 (each) |
| Canvas - API Onsite Training | Canvas admins will receive a six hour face to face workshop focusing on using the Canvas API as a tool for creating, updating and retrieving information in Canvas. | \$5,000/day |
| Canvas - API Webinar Training | Canvas admins will receive a three hour online workshop focusing on using the Canvas API as a tool for creating, updating and retrieving information in Canvas. To accommodate scheduling as well as to allow for improve learning retention, this workshop can be scheduled as either a single three-hour webinar or as separate two-hour and one-hour webinars on the dates and times of your choosing. | \$1,350 (each) |
| Canvas - LTI Training | Connect with the Instructure’s Training Team to determine client needs and objectives; up to two hours of customized virtual training for Canvas partnership LTI tools, recorded for future use and in-house training needs. Clients will learn to access, create and grade assessments, and options to engage students using these tools. | \$800 (each) |



| Service Name | Description | Rate |
|--|---|--|
| Canvas - Pace Plans Training | Attendees receive one hour online training focusing on using Pace Plan to ensure students complete a course in a certain time period after enrollment and/or complete the course by a certain end date. This workshop can be scheduled on the date and time of your choosing. | \$400 (each) |
| Canvas Pathways training Course | Requires admin access. Includes a course and 1 hr live Q/A | Comes with purchase of Canvas Pathways |
| Canvas Outcomes Assessment for Admins | Requires admin access. Includes a course and 1 hr live Q/A. May be delivered for Canvas admins or LMS agnostic | Comes with purchase of Canvas Outcomes Assessment. |
| Canvas Outcomes Assessment for Instructors | - | Comes with purchase of Canvas Outcomes Assessment. |
| Canvas Folio Management | Requires access to Canvas. Includes a course and 1 hr live Q/A | Comes with Canvas Purchase of Folio Management |
| Canvas - 190 - Canvas Open Q&A Session | Hourly open Q&A session delivered in a live virtual setting. Experienced trainer to discuss Canvas functionality and best practices for product use. Customers will receive a recording of the session to share with those who were not able to attend the live session. | \$250/hour |
| Canvas -199 - Canvas Custom Training | Customized agenda and collateral delivered in a live virtual setting. Included is time for hands on learning and open Q and A. Customers will receive a recording of the session to share with those who were not able to attend the live session. | \$450/hour |

Appendix A: Terms & Conditions Disclaimer

Instructure has reviewed the form services agreement contained in the solicitation. In the event Instructure is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. Instructure will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, limitations on liability, data ownership and compliance with law. Instructure has attached its form Terms and Conditions, which is appropriate given the fully hosted, cloud-based system offered by Instructure. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of Instructure's proposal response may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

Instructure considers a solicitation to be the specification of a client institution's functional and technical requirements. Our proposal response is a detailed description of how the Services and Instructure's support and hosting services satisfy the solicitation's requirements. Because the client institution's solicitation and Instructure's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, Instructure does not automatically incorporate those documents into the final contractual agreement. Instructure is, however, open to negotiations to identify relevant portions of the solicitation and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement. Instructure considers a solicitation to be the specification of a client institution's functional and technical requirements. Our proposal response is a detailed description of how the system and education technology platform and Instructure's support and hosting services satisfy the solicitation's requirements. Because the client institution's solicitation and Instructure's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, Instructure does not automatically incorporate those documents into the final contractual agreement. Instructure is, however, open to negotiations to identify relevant portions of the solicitation and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement.

Appendix B: Terms & Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. (“**Instructure**”) to the entity identified in the Order Form (“**Customer**”). An “**Order Form**” means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the “**Agreement**.” Instructure and Customer are referred to in this Agreement each as a “**party**” and together as the “**parties**.”

1. Service. Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the “**Service**”). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support (“**Support**”) pursuant to the terms described on the Order Form. For purposes of this Agreement, “**User**” means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure’s policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface (“**API**”) will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “**AUP**”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.

4. Representations. Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. Instructure Warranties. Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will

not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

6. Fees. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. Service Standard. Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Compliance. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. Customer Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

10. Data Use. Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose

not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. Third-Party Services. Customer may access third-party services, content or links through the use of the Service (collectively “**Third-Party Services**”). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

12. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with such party (an “**Affiliate**”) may disclose (in such capacity the “**Disclosing Party**”) Confidential Information to the other party or its Affiliates (in such capacity, the “**Receiving Party**”) in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party’s employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, “**Confidential Information**” means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party’s businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. **"Instructure Intellectual Property"** means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Tab 6 Additional Required Documents

Required Documents

Instructure has included signed Required Documents beginning on the following page. Please note that like all other signed forms, these are contingent upon Instructure's own Terms and Conditions found in Appendix B.

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | | | |
|----------------|----------------------|--|---|
| Company | Instructure, Inc. | Contact | Signature |
| | | | Jon Moody |
| | | | Printed Name |
| | | | VP, K12 Sales |
| Address | 6330 S. 3000 E. #700 | | Position with Company |
| | Salt Lake City, UT | Official Authorizing Proposal | DocuSigned by: <i>Enoch Remick</i> DF343CFE65624D9... |
| | 84121 | | Signature Enoch Remick |
| Phone | * | | VP, Pricing & Licensing |
| Fax | 888.213.3894 | | Position with Company |

*Please contact Jon Moody via jmoody@instructure.com

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Enoch Remick, as an authorized representative of Instructure, Inc., a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:
Enoch Remick
DF343CEE65624D9...

Signature of Named Authorized Company Representative

12/9/2020
Date



Appendix A: Terms & Conditions Disclaimer

Instructure has reviewed the form services agreement contained in the solicitation. In the event Instructure is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. Instructure will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, limitations on liability, data ownership and compliance with law. Instructure has attached its form Terms and Conditions, which is appropriate given the fully hosted, cloud-based system offered by Instructure. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of Instructure's proposal response may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

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1. Service. Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the “**Service**”). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support (“**Support**”) pursuant to the terms described on the Order Form. For purposes of this Agreement, “**User**” means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure’s policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface (“**API**”) will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “**AUP**”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.

4. Representations. Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. Instructure Warranties. Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will

not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

6. Fees. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. Service Standard. Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Compliance. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. Customer Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

10. Data Use. Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose

not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

11. Third-Party Services. Customer may access third-party services, content or links through the use of the Service (collectively “**Third-Party Services**”). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

12. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY’S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY’S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

13. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries’ controls, is controlled by or is under common control with such party (an “**Affiliate**”) may disclose (in such capacity the “**Disclosing Party**”) Confidential Information to the other party or its Affiliates (in such capacity, the “**Receiving Party**”) in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party’s employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, “**Confidential Information**” means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party’s businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

14. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. **"Instructure Intellectual Property"** means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.



18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Appendix C: Dunn & Bradstreet Report

We have included the report on the following page.

LIVE REPORT

INSTRUCTURE, INC.

Tradestyle(s): (SUBSIDIARY OF INSTRUCTURE HOLDINGS, LLC, SALT LAKE CITY, UT) +1

ACTIVE **PARENT**
 D-U-N-S Number: 06-130-8551
 Company: INSTRUCTURE, INC.

D&B Address: 6330 S 300 E Ste 700, Salt Lake City, UT, 84121, United States Of America
Location Type: Parent
Phone: +1 800-203-6755
Web: www.instructure.com

Endorsement: youngju@dnb.com

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

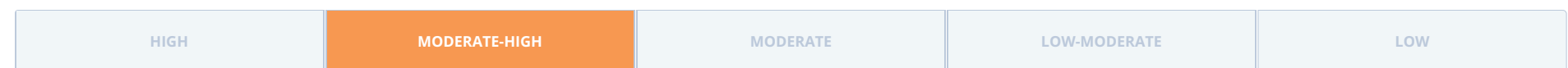
| KDE Name | Current Status | Details |
|---|---|---|
| PAYDEX® | 71 | Paying 14 days past due |
| Commercial Credit Score Percentile | 8 | High Risk of severe payment delinquency. |
| Financial Stress Score National Percentile | 10 | Moderate to High Risk of severe financial stress. |
| D&B Viability Rating | 2 7 A Z | View More Details |
| Bankruptcy Found | N | |
| D&B Rating | -- | Unavailable. |

COMPANY PROFILE

| | | |
|---|--|--|
| D-U-N-S 06-130-8551 | Mailing Address UNITED STATES | Annual Sales \$258,473,000 |
| Legal Form Corporation (US) | Telephone +1 800-203-6755 | Net Worth \$145,557,000 |
| History Record Clear | Website www.instructure.com | Employees 1,397 |
| Date Incorporated 09/18/2008 | Present Control Succeeded 2020 | Age (Year Started) 12 Years (2008) |
| State of Incorporation DELAWARE | | Named Principal Steve Daly, CEO |
| Ownership Not publicly traded | | Line of Business Prepackaged software services |

OVERALL BUSINESS RISK

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months: **Stable-Large-Business-With-Some-Payment-Behavior-Concerns**
 Based on the predicted risk of business discontinuation: **Exhibiting Some Financial Stress**
 Based on the predicted risk of severely delinquent payments: **Very High Potential For Severely Delinquent Payments**

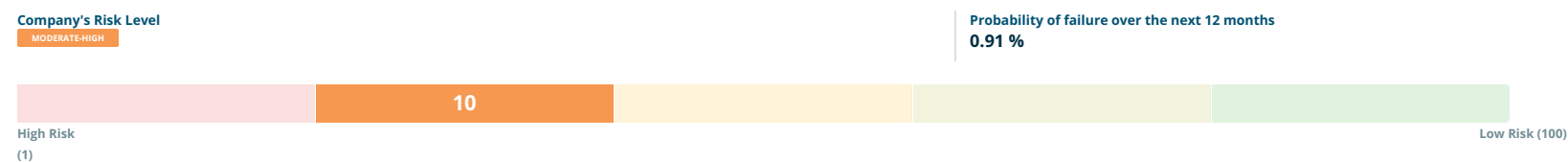
D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

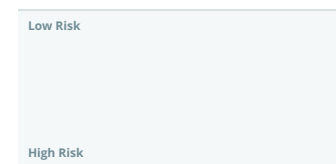
US\$ 400,000

The recommended limit is based on a moderate to high risk of business failure.

FAILURE SCORE (Formerly Financial Stress Score)



Past 12 Months



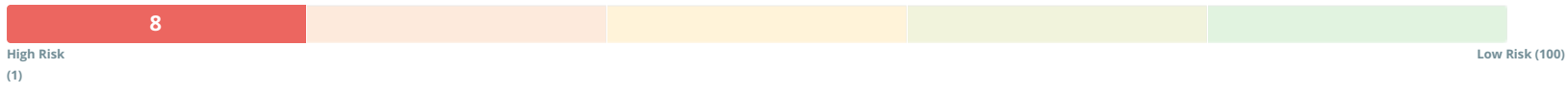
DELINQUENCY SCORE (Formerly Commercial Credit Score) ⓘ

Company's Risk Level

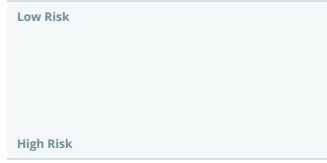
HIGH

Probability of delinquency over the next 12 months

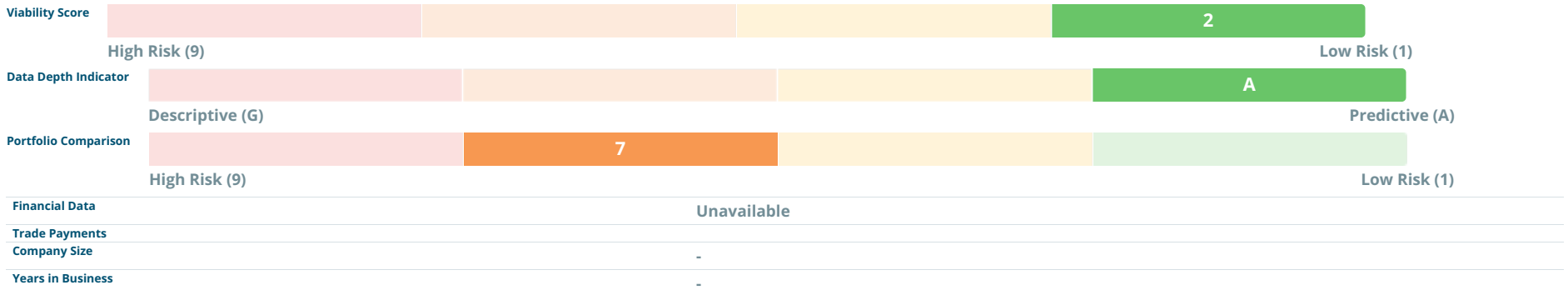
20.61 %



Past 12 Months



VIABILITY RATING SUMMARY ⓘ

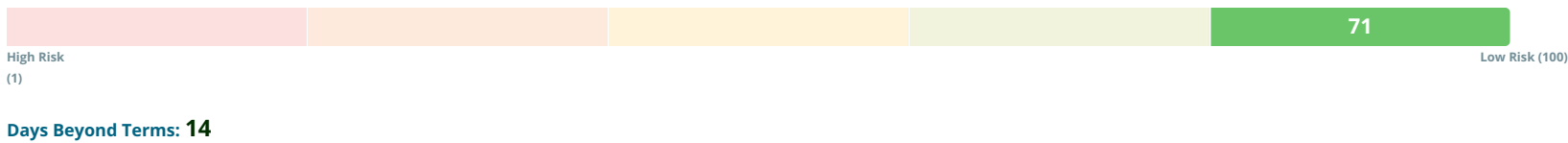


D&B PAYDEX - 3 MONTHS ⓘ



Days Beyond Terms: 6

D&B PAYDEX ⓘ



Days Beyond Terms: 14

Past 24 Months



PAYDEX TREND CHART ⓘ



SBRI ORIGINATION



FRAUD RISK SCORE INFORMATION



No Fraud Risk Score is Available

D&B RATING

Special Rating

-- : Undetermined

Current Rating as of 04/15/2020

FINANCIAL OVERVIEW - PROFIT AND LOSS

| Profit & Loss ^[1] | Amount ^[2] | Last 3 Years |
|------------------------------|-----------------------|--------------|
| Net Income | (US\$ 80,819,000) | - |
| Sales | US\$ 258,473,000 | - |

1. Fiscal 2019-12-31
2. (In Single Units)
Source: D&B

FINANCIAL OVERVIEW - BALANCE SHEET

| Balance Sheet ^[1] | Amount ^[2] | Last 3 Years |
|------------------------------|-----------------------|--------------|
| Total Current Assets | US\$ 183,125,000 | - |
| Total Current Liabilities | US\$ 177,360,000 | - |
| other-asset | US\$ 184,375,000 | - |
| Long Term Liabilities | US\$ 44,583,000 | - |
| Net Worth | US\$ 145,557,000 | - |

1. Fiscal 2019-12-31
2. (In Single Units)
Source: D&B

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

| Key Business Ratios | Business Ratio |
|---------------------|----------------|
| Current Ratio | 1.03 |

Source: D&B

OWNERSHIP

Subsidiaries **2** | Total Members **5**

This company is a Parent, Subsidiary.

| | Global Ultimate | Domestic Ultimate |
|---------|---------------------------|---------------------------|
| Name | INSTRUCTURE HOLDINGS, LLC | INSTRUCTURE HOLDINGS, LLC |
| Country | UNITED STATES | UNITED STATES |
| D-U-N-S | 11-749-3276 | 11-749-3276 |
| Others | - | - |

LEGAL EVENTS

| Events | Occurrences | Last Filed |
|--------------|-------------|------------|
| Bankruptcies | 0 | - |
| Judgements | 0 | - |
| Liens | 9 | 07/25/2019 |
| Suits | 1 | 10/27/2014 |
| UCC | 19 | 03/24/2020 |

TRADE PAYMENTS

Highest Past Due:
US\$ 35,000

| | | |
|-----------------------------------|-------------------------------|-------------------------------------|
| Highest Now Owing US\$ 100,000 | Total Trade Experiences 56 | Largest High Credit US\$ 250,000 |
|-----------------------------------|-------------------------------|-------------------------------------|

PEOPLE

| | | | |
|--------------------------------|------------------------------|--------------------------|----------------------|
| Current Principals 0 | New Appointments 0 | Resignations 0 | Closures 0 |
|--------------------------------|------------------------------|--------------------------|----------------------|

STOCK PERFORMANCE

History

Daily High
52-Week High

Performance

P/E
EPS
Div/Yield

WEB & SOCIAL POWERED BY FIRSTRAIN

Carahsoft's IT Solutions Providers at EDUCAUSE Annual Conference on October 27-29, 2020 One News Page Ltd 20-Oct-2020

The demand of smart education solution is one of the major factors driving the market. Tech News TMCNet 10-Sep-2020

The top iPhone and iPad apps on App Store for 8/30/20 Associated Press 01-Sep-2020

The hardware segment is expected to be the leading segment in the global market during the forecast period. Tech News TMCNet 20-Aug-2020

SOMSD Announces Canvas as its Learning Management System for 2020-2021 School Year Tap Into 06-Aug-2020

Stock Traders Reap Billions With Stampede Into Online Learning NewsMax 06-Aug-2020

SCHOOL CITY OF HOBART / LEGALS - Ad from 2020-08-03 The Times of Northwest Indiana 03-Aug-2020

The COVID-19 Crisis Is A Boost To Educational Technology Companies Forbes 02-Aug-2020

Colleges tap tech to calm students paying up for remote classes The San Francisco Chronicle 02-Aug-2020

Students fear for their data privacy after University of California invests in private equity firm Salon Media Group Inc. 28-Jul-2020

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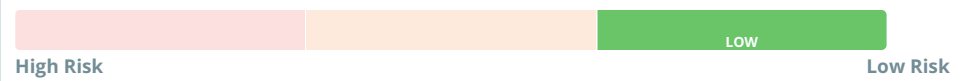
COUNTRY/REGIONAL INSIGHT



United States Of America

Dun & Bradstreet downgrades the US's country risk rating as the impact of the coronavirus pandemic spreads.

Risk Category



The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGATION LEASE SCORE

SBRI Origination Lease Score : 813

SBRI ORIGATION CARD SCORE

SBRI Origination Lease Score : 835

SBRI ORIGATION LOAN SCORE

SBRI Origination Loan Score : 785

KEY SBRI ATTRIBUTES

Total Balance
19,357.00

Credit Card Total Balance 19,357.00

Lease Agreement Total Balance 00.00

Loan Total Balance NA

Total Open SBRI Accounts
9

Total Exposure 74,539.00

Maximum Age of All Open Accounts 118.00 Months

Number Of Total Accounts Ever Cycle 2+
4

Time since most recent Cycle 2 on all accounts 2 Months

Worst Delinquent All Accounts

Past 1-3 Months Cycle 5
Past 1-12 Months Cycle 5

ACCOUNT SUMMARIES

Total Current Balance 19,357

Total Past Due 187

Total Past Due Cycle 1 2

Total Past Due Cycle 2 2

Total Past Due Cycle 3 2

Total Past Due Cycle 4 2

Total Past Due Cycle 5 177

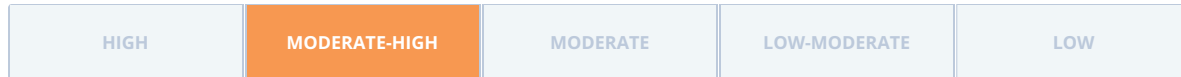
Total Charge Off Amount 0

| Type | Lender Date Reported | Open Date | Closed Date | Current Balance | Total Current Balance | Total Past Due | Past Due Cycle 1 | Past Due Cycle 2 | Past Due Cycle 3 | Past Due Cycle 4 | Past Due Cycle 5 | Charge-Off Amount |
|-----------------|----------------------|------------|-------------|-----------------|-----------------------|----------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Credit Cards | 09/30/2020 | 04/17/2019 | | 0 | 19,357 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Cards | 05/31/2017 | 11/05/2016 | | 0 | 19,357 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Cards | 09/30/2020 | 02/25/2014 | | 36 | 19,357 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Credit Cards | 07/31/2020 | 02/02/2015 | | 14,840 | 19,357 | 187 | 2 | 2 | 2 | 2 | 177 | 0 |
| Credit Cards | 09/30/2020 | 10/11/2014 | | 4,481 | 19,357 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lease Agreement | 10/10/2020 | 01/29/2016 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lease Agreement | 10/10/2019 | 02/10/2016 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lease Agreement | 09/30/2020 | 12/31/2015 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lease Agreement | 10/02/2020 | 11/13/2012 | 01/06/2016 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lease Agreement | 10/02/2020 | 06/12/2012 | 10/13/2017 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



MAXIMUM CREDIT RECOMMENDATION

US\$ 400,000

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE-LARGE-BUSINESS-WITH-SOME-PAYMENT-BEHAVIOR-CONCERNS**
- Based on the predicted risk of business discontinuation: **EXHIBITING SOME FINANCIAL STRESS**
- Based on the predicted risk of severely delinquent payments: **VERY HIGH POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately high probability of severe delinquency or b

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **2** have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **2**: **4 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate-High Risk**
- Businesses ranked **7** within this model segment have a probability of becoming no longer viable: **1 %**
- Percentage of businesses ranked **7** with this model segment: **10 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

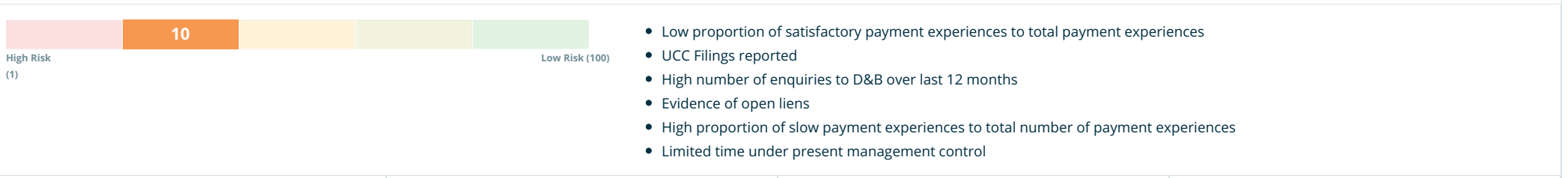
Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary



| | | | |
|---------------------------------------|--------------------------|---|--|
| Level of Risk Moderate-High | Raw Score 1400 | Probability of Failure 0.91 % | Average Probability of Failure for Businesses in D&B Database 0.48 % |
|---------------------------------------|--------------------------|---|--|

Business and Industry Trends

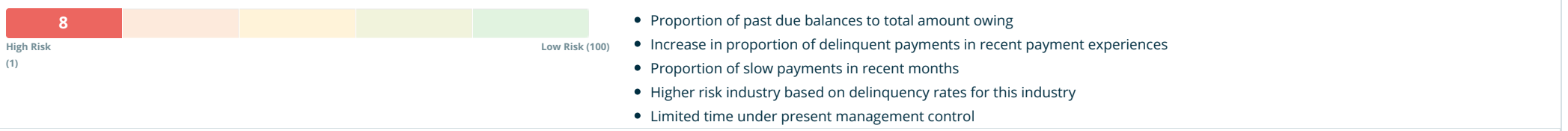
△ FAILURE SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

| | Norms | National % |
|---|-------|------------|
| This Business | | 10 |
| Region:(MOUNTAIN) | | 44 |
| Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES | | 52 |
| Employee range:(500+) | | 61 |
| Years in Business: | | 29 |

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



Level of Risk
High

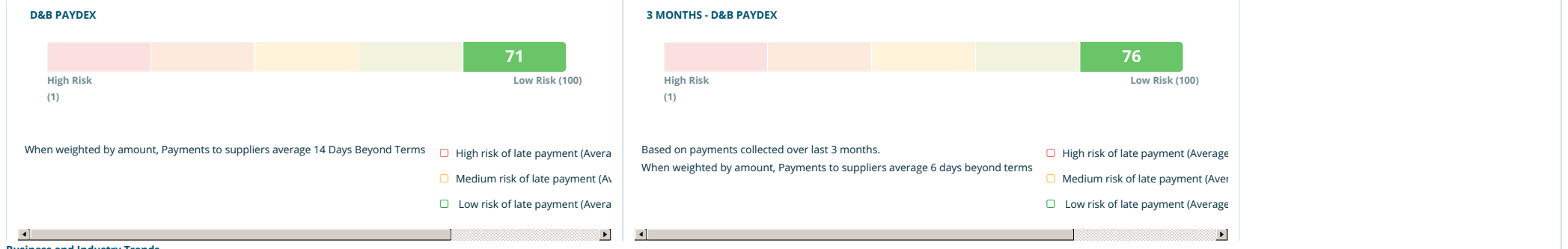
Business and Industry Trends

△ DELINQUENCY SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

| | Norms | National % |
|---|-------|------------|
| This Business | | 8 |
| Region:(MOUNTAIN) | | 46 |
| Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES | | 43 |
| Employee range:(500-38527) | | 84 |
| Years in Business: | | 56 |



Business and Industry Trends

△ PAYDEX □ Industry Lower Quartile ○ Industry Median Quartile * Industry Upper Quartile

7372 - Prepackaged software services

D&B RATING

Current Rating as of 04/15/2020

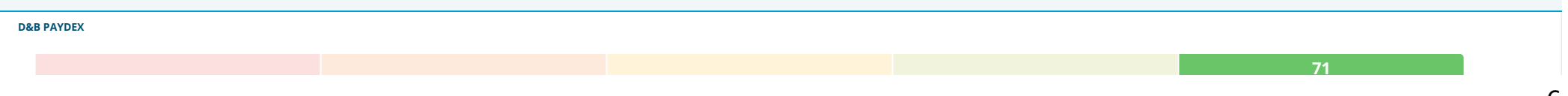
Special Rating

-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

| | | |
|---|---|--|
| Overall Payment Behaviour 14 Days Beyond Terms | % of Trade Within Terms 54% | Highest Past Due US\$ 35,000 |
| Highest Now Owing: US\$ 100,000 | Total Trade Experiences: 56 Largest High Credit: US\$ 250,000 Average High Credit: US\$ 29,610 | Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 1 Largest High Credit: US\$ 0 |



When weighted by amount, Payments to suppliers average 14 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7372 - Prepackaged software services

▲ PAYDEX □ Industry Lower Quartile ○ Industry Median Quartile * Industry Upper Quartile

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

| Range of Credit Extended (US\$) | Number of Payment Experiences | Total Value | % Within Terms |
|---------------------------------|-------------------------------|--------------|----------------|
| 100,000 & over | 3 | US\$ 450,000 | 78 |
| 50,000 - 99,999 | 0 | US\$ 0 | 0 |
| 15,000 - 49,999 | 5 | US\$ 100,000 | 75 |
| 5,000 - 14,999 | 0 | US\$ 0 | 0 |
| 1,000 - 4,999 | 6 | US\$ 10,500 | 83 |
| Less than 1,000 | 5 | US\$ 2,100 | 18 |

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

[Collapse All](#) | [Expand All](#)

| Industry Category | Number of Payment Experiences | Largest High Credit (US\$) | % Within Terms (Expand to View) | 1 - 30 Days Late (%) | 31 - 60 Days Late (%) | 61 - 90 Days Late (%) | 91 + Days Late (%) |
|--|-------------------------------|----------------------------|---------------------------------|----------------------|-----------------------|-----------------------|--------------------|
| ↕42 - Motor Freight Transportation and Warehousing | 1 | 250 | | | | | |
| 4213 - Trucking non-local | 1 | 250 | 0 | 0 | 0 | 100 | 0 |
| ↕48 - Communications | 5 | 15,000 | | | | | |
| 4813 - Telephone communicatns | 4 | 15,000 | 93 | 0 | 7 | 0 | 0 |
| 4812 - Radiotelephone commun | 1 | 15,000 | 100 | 0 | 0 | 0 | 0 |
| ↕51 - Wholesale Trade - Nondurable Goods | 1 | 1,000 | | | | | |
| 5113 - Whol service paper | 1 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| ↕60 - Depository Institutions | 1 | 2,500 | | | | | |
| 6021 - Natnl commercial bank | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| ↕61 - Nondepository Credit Institutions | 1 | 2,500 | | | | | |
| 6153 - Short-trm busn credit | 1 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| ↕67 - Holding and Other Investment Offices | 2 | 750 | | | | | |
| 6719 - Holding company | 2 | 750 | 37 | 0 | 38 | 0 | 25 |
| ↕73 - Business Services | 3 | 250,000 | | | | | |
| 7363 - Help supply service | 2 | 250,000 | 86 | 14 | 0 | 0 | 0 |
| 7359 - Misc equipment rental | 1 | 1,000 | 50 | 50 | 0 | 0 | 0 |
| ↕99 - Nonclassifiable Establishments | 6 | 100,000 | | | | | |
| 9999 - Nonclassified | 6 | 100,000 | 56 | 9 | 6 | 0 | 29 |

TRADE LINES

| Date of Experience | Payment Status | Selling Terms | High Credit (US\$) | Now Owes (US\$) | Past Due (US\$) | Months Since Last Sale |
|--------------------|--------------------------|---------------|--------------------|-----------------|-----------------|-------------------------|
| 10/20 | Pays Promptly | - | 2,500 | 2,500 | 0 | 1 |
| 10/20 | Pays Prompt to Slow 30+ | - | 1,000 | 0 | 0 | 1 |
| 09/20 | Pays Promptly | - | 250,000 | 55,000 | 0 | 1 |
| 09/20 | Pays Promptly | - | 35,000 | 0 | 0 | Between 4 and 5 Months |
| 09/20 | Pays Promptly | - | 15,000 | 0 | 0 | 1 |
| 09/20 | Pays Promptly | - | 2,500 | 50 | 0 | 1 |
| 09/20 | Pays Promptly | - | 1,000 | 50 | 0 | 1 |
| 09/20 | Pays Promptly | - | 1,000 | 0 | 0 | Between 6 and 12 Months |
| 09/20 | Pays Prompt to Slow 30+ | Regular terms | 100,000 | 15,000 | 0 | 1 |
| 09/20 | Pays Prompt to Slow 60+ | - | 2,500 | 0 | 0 | 1 |
| 09/20 | Pays Slow 90+ | - | 750 | 0 | 0 | Between 6 and 12 Months |
| 09/20 | Pays Slow 150+ | - | 250 | 0 | 0 | Between 2 and 3 Months |
| 09/20 | - | Cash account | 100 | 0 | 0 | 1 |
| 09/20 | - | Cash account | 100 | 0 | 0 | Between 6 and 12 Months |
| 09/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 09/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 08/20 | Pays Promptly | - | 15,000 | 7,500 | 0 | 1 |
| 08/20 | Pays Slow 15-45+ | - | 100 | 100 | 100 | - |
| 08/20 | - | Cash account | 50 | 0 | 0 | Between 2 and 3 Months |
| 08/20 | - | Cash account | 50 | 0 | 0 | Between 6 and 12 Months |
| 07/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 07/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 07/20 | - | Cash account | 50 | 0 | 0 | Between 4 and 5 Months |
| 06/20 | Pays Prompt to Slow 60+ | - | 20,000 | 0 | 0 | 1 |
| 06/20 | Pays Prompt to Slow 120+ | - | 100,000 | 100,000 | 35,000 | 1 |
| 06/20 | Pays Slow 30+ | - | 15,000 | 0 | 0 | Between 6 and 12 Months |
| 06/20 | - | Cash account | 50 | 0 | 0 | Between 2 and 3 Months |
| 06/20 | - | Cash account | 50 | 0 | 0 | Between 6 and 12 Months |
| 05/20 | - | - | 20,000 | 0 | 0 | Between 2 and 3 Months |
| 05/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 04/20 | - | Cash account | 100 | 0 | 0 | 1 |
| 04/20 | - | Cash account | 100 | 0 | 0 | 1 |
| 04/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 04/20 | - | Cash account | 50 | 0 | 0 | Between 2 and 3 Months |
| 04/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 04/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 03/20 | - | Cash account | 50 | 0 | 0 | 1 |
| 02/20 | Pays Promptly | - | 0 | 0 | 0 | Between 6 and 12 Months |
| 12/19 | - | Cash account | 50 | 0 | 0 | Between 6 and 12 Months |
| 11/19 | - | Cash account | 500 | 0 | 0 | Between 6 and 12 Months |
| 11/19 | - | Cash account | 100 | 0 | 0 | 1 |
| 11/19 | - | Cash account | 50 | 0 | 0 | 1 |
| 10/19 | - | Cash account | 250 | 0 | 0 | 1 |
| 10/19 | - | Cash account | 100 | 0 | 0 | 1 |
| 10/19 | - | - | 50 | 0 | 0 | 1 |
| 10/19 | - | Cash account | 50 | 0 | 0 | 1 |
| 07/19 | - | Cash account | 1,000 | 0 | 0 | 1 |
| 06/19 | - | - | 20,000 | 0 | 0 | 1 |
| 06/19 | - | Cash account | 100 | 0 | 0 | Between 6 and 12 Months |
| 05/19 | - | Cash account | 50 | 0 | 0 | 1 |
| 04/19 | Pays Slow 80+ | - | 250 | 0 | 0 | Between 6 and 12 Months |
| 04/19 | - | Cash account | 0 | 0 | 0 | Between 4 and 5 Months |
| 04/19 | - | Cash account | 50 | 0 | 0 | Between 2 and 3 Months |
| 01/19 | Placed for collection | - | 50 | 50 | 50 | Between 4 and 5 Months |
| 12/18 | Pays Prompt to Slow 60+ | - | 750 | 0 | 0 | Between 6 and 12 Months |
| 09/18 | Cash own option | Cash account | 50 | 0 | 0 | Between 6 and 12 Months |

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

PARENT

| Company | City , State | D-U-N-S® NUMBER |
|---------------------------|-----------------------|-----------------|
| INSTRUCTURE HOLDINGS, LLC | SALT LAKE CITY , Utah | 11-749-3276 |

SUBSIDIARIES (DOMESTIC)

| Company | City , State | D-U-N-S® NUMBER |
|---------------------------|---------------------------|-----------------|
| PRAXIS MERGER SUB II, LLC | SALT LAKE CITY , Utah | 08-100-2002 |
| GETBRIDGE, LLC | COTTONWOOD HEIGHTS , Utah | 11-771-2981 |

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

| Bankruptcies | Judgements | Liens | Suits | UCCs |
|--------------|-----------------------|--------------------------------|--------------------------------|---------------------------------|
| No | 0 Latest Filing: - | 9 Latest Filing: 07/25/2019 | 1 Latest Filing: 10/27/2014 | 19 Latest Filing: 03/24/2020 |

EVENTS

Lien - Tax Lien

| | |
|-----------------------------|---|
| Filing Date | 07/25/2019 |
| Filing Number | 19-7725085892 |
| Status | Open |
| Date Status Attained | 07/25/2019 |
| Received Date | 10/30/2019 |
| Amount | US\$ 380 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | EMPLOYMENT DEVELOPMENT DEPARTMENT |
| Court | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |

Lien - Tax Lien

| | |
|-----------------------------|--|
| Filing Date | 02/06/2019 |
| Filing Number | 2019 14431 |
| Status | Open |
| Date Status Attained | 02/06/2019 |
| Received Date | 02/26/2019 |
| Amount | US\$ 2,053 |
| Debtors | INSTRUCTURE INC. |
| Creditors | STATE OF OR |
| Court | MULTNOMAH COUNTY RECORDER OF DEEDS, PORTLAND, OR |

Lien - Tax Lien

| | |
|-----------------------------|--|
| Filing Date | 02/23/2018 |
| Filing Number | 18JG009556 |
| Status | Open |
| Date Status Attained | 02/23/2018 |
| Received Date | 08/09/2018 |
| Amount | US\$ 3,520 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | STATE OF OHIO |
| Court | FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH |

Lien - Tax Lien

| | |
|-----------------------------|--|
| Filing Date | 02/23/2018 |
| Filing Number | 18JG009557 |
| Status | Open |
| Date Status Attained | 02/23/2018 |
| Received Date | 08/09/2018 |
| Amount | US\$ 6,859 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | STATE OF OHIO |
| Court | FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH |

Lien - Tax Lien

| | |
|-----------------------------|--|
| Filing Date | 02/23/2018 |
| Filing Number | 18JG009558 |
| Status | Open |
| Date Status Attained | 02/23/2018 |
| Received Date | 08/09/2018 |
| Amount | US\$ 10,328 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | STATE OF OHIO |
| Court | FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH |

Lien - Tax Lien

| | |
|-----------------------------|--|
| Filing Date | 02/23/2018 |
| Filing Number | 18JG009560 |
| Status | Open |
| Date Status Attained | 02/23/2018 |
| Received Date | 08/09/2018 |
| Amount | US\$ 13,507 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | STATE OF OHIO |
| Court | FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH |

| | |
|---------------------------------|--|
| Lien - Tax Lien | |
| Filing Date | 02/09/2018 |
| Filing Number | 18JG007636 |
| Status | Open |
| Date Status Attained | 02/09/2018 |
| Received Date | 07/20/2018 |
| Amount | US\$ 3,392 |
| Debtors | INSTRUCTURE, INC. |
| Creditors | STATE OF OHIO |
| Court | FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH |
| Lien - Tax Lien | |
| Filing Date | 02/23/2016 |
| Filing Number | 2016UC000132 |
| Status | Open |
| Date Status Attained | 02/23/2016 |
| Received Date | 04/07/2016 |
| Amount | US\$ 159 |
| Debtors | INSTRUCTURE INC |
| Creditors | DEPT. OF WORKFORCE DEVELOPMENT |
| Court | DANE COUNTY CIRCUIT COURT, MADISON, WI |
| Lien - Tax Lien | |
| Filing Date | 02/13/2012 |
| Filing Number | 126904720 |
| Status | Open |
| Date Status Attained | 02/13/2012 |
| Received Date | 02/24/2012 |
| Amount | US\$ 100 |
| Debtors | INSTRUCTURE INC |
| Creditors | WORKFORCE SER |
| Court | SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT |
| Suit | |
| Filing Date | 10/27/2014 |
| Filing Number | 140907396 |
| Status | Pending |
| Date Status Attained | 10/27/2014 |
| Received Date | 11/13/2014 |
| Cause | Breach Of Contract |
| Plaintiffs | NATHAN Q BRAY |
| Defendant | INSTRUCTURE INC |
| Court | SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT |
| UCC Filing - Original | |
| Filing Date | 03/24/2020 |
| Filing Number | 2020 2145953 |
| Received Date | 06/05/2020 |
| Collateral | All Assets |
| Secured Party | GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT, NEW YORK, NY |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Termination | |
| Filing Date | 03/24/2020 |
| Filing Number | 2020 2145631 |
| Received Date | 06/25/2020 |
| Original Filing Date | 11/14/2012 |
| Original Filing Number | 2012 4403095 |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Termination | |
| Filing Date | 03/24/2020 |
| Filing Number | 2020 2145888 |
| Received Date | 06/25/2020 |
| Original Filing Date | 06/23/2017 |

| | |
|----------------------------------|---|
| Original Filing Number | 2017 4152788 |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Termination | |
| Filing Date | 01/31/2020 |
| Filing Number | 20200164839 |
| Received Date | 02/11/2020 |
| Original Filing Date | 11/18/2019 |
| Original Filing Number | 20195999739 |
| Secured Party | IDAHO DEPARTMENT OF LABOR, BOISE, ID |
| Debtors | INSTRUCTURE INC |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, BOISE, ID |
| UCC Filing - Original | |
| Filing Date | 11/18/2019 |
| Filing Number | 20195999739 |
| Received Date | 04/02/2020 |
| Secured Party | IDAHO DEPARTMENT OF LABOR, BOISE, ID |
| Debtors | INSTRUCTURE INC |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, BOISE, ID |
| UCC Filing - Original | |
| Filing Date | 06/23/2017 |
| Filing Number | 2017 4152788 |
| Received Date | 07/25/2017 |
| Collateral | Negotiable instruments including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - and OTHERS |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Continuation | |
| Filing Date | 06/20/2017 |
| Filing Number | 2017 4046998 |
| Received Date | 08/04/2017 |
| Original Filing Date | 11/14/2012 |
| Original Filing Number | 2012 4403095 |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Original | |
| Filing Date | 02/29/2016 |
| Filing Number | 486241201642 |
| Received Date | 03/07/2016 |
| Secured Party | TIMEPAYMENT, BURLINGTON, MA |
| Debtors | INSTRUCTURE INC |
| Filing Office | UCC DIVISION, SALT LAKE CITY, UT |
| UCC Filing - Original | |
| Filing Date | 02/29/2016 |
| Filing Number | 486240201641 |
| Received Date | 03/07/2016 |
| Secured Party | TIMEPAYMENT, BURLINGTON, MA |
| Debtors | INSTRUCTURE, INC |
| Filing Office | UCC DIVISION, SALT LAKE CITY, UT |
| UCC Filing - Assignment | |
| Filing Date | 01/04/2016 |
| Filing Number | 20160032365 |
| Received Date | 02/05/2016 |
| Original Filing Date | 02/21/2013 |
| Original Filing Number | 2013 0675034 |
| Secured Party | FOUNTAIN LEASING 2010 LP, SAN FRANCISCO, CA |
| Secured Party | FOUNTAIN LEASING 2013 LP, SAN FRANCISCO, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Original | |
|-----------------------|---|
| Filing Date | 06/16/2015 |
| Filing Number | 2015 2568375 |
| Received Date | 07/17/2015 |
| Collateral | Negotiable instruments including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - and OTHERS |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTIVE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Original | |
|-----------------------|---|
| Filing Date | 12/30/2013 |
| Filing Number | 442657201339 |
| Received Date | 01/06/2014 |
| Secured Party | REVCO LEASING COMPANY, SALT LAKE CITY, UT |
| Debtors | INSTRUCTURE, INC |
| Filing Office | UCC DIVISION, SALT LAKE CITY, UT |

| UCC Filing - Amendment | |
|------------------------|--|
| Filing Date | 12/04/2013 |
| Filing Number | 2013 4779766 |
| Received Date | 12/27/2013 |
| Original Filing Number | 2012 4403095 |
| Secured Party | SILICON VALLEY BANK |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Amendment | |
|------------------------|--|
| Filing Date | 08/12/2013 |
| Filing Number | 2013 3143402 |
| Received Date | 09/10/2013 |
| Collateral | Fixtures and proceeds - Equipment and proceeds |
| Original Filing Number | 2013 1000570 |
| Secured Party | FOUNTAIN LEASING 2013 LP |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Amendment | |
|------------------------|--|
| Filing Date | 07/22/2013 |
| Filing Number | 2013 2827484 |
| Received Date | 08/16/2013 |
| Collateral | Fixtures and proceeds - Equipment and proceeds |
| Original Filing Number | 2013 1000570 |
| Secured Party | FOUNTAIN LEASING 2013 LP |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Amendment | |
|------------------------|--|
| Filing Date | 03/22/2013 |
| Filing Number | 2013 1098814 |
| Received Date | 04/22/2013 |
| Collateral | Fixtures and proceeds - Equipment and proceeds |
| Original Filing Date | 02/21/2013 |
| Original Filing Number | 2013 0675034 |
| Secured Party | FOUNTAIN LEASING 2010 LP, SAN FRANCISCO, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Original | |
|-----------------------|--|
| Filing Date | 03/15/2013 |
| Filing Number | 2013 1000570 |
| Received Date | 04/10/2013 |
| Collateral | Fixtures and proceeds - Equipment and proceeds |
| Secured Party | FOUNTAIN LEASING 2013 LP, SAN FRANCISCO, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

| UCC Filing - Original | |
|-----------------------|------------|
| Filing Date | 02/21/2013 |

| | |
|-----------------------|--|
| Filing Number | 2013 0675034 |
| Received Date | 03/20/2013 |
| Collateral | Equipment and proceeds - Fixtures and proceeds |
| Secured Party | FOUNTAIN LEASING 2010 LP, SAN FRANCISCO, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| UCC Filing - Original | |
| Filing Date | 11/14/2012 |
| Filing Number | 2012 4403095 |
| Received Date | 12/06/2012 |
| Collateral | All Assets |
| Secured Party | SILICON VALLEY BANK, SANTA CLARA, CA |
| Debtors | INSTRUCTURE, INC. |
| Filing Office | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

| Date | Event Description |
|------------|---|
| 07/13/2020 | According to published reports, Instructure, Inc. announced that Steve Daly has been appointed as the new Chief Executive Officer of the company, effective July 1, 2020. |
| 06/18/2020 | According to published reports, Instructure announced that Steve Daly has been named the company's new chief executive officer, effective July 1. Daly joins as Instructure is moving into the next phase of growth following the recent transaction to become a privately held company, and is refocusing around its core mission of innovating in education technology. |
| 04/15/2020 | On March 24, 2020, Thoma Bravo, LLC, a Delaware limited liability company (Thoma Bravo), completed the previously announced acquisition of Instructure, Inc., a Delaware corporation (Instructure or the company), pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of February 17, 2020, by and among Instructure, Instructure Holdings, LLC (formerly known as PIV Purchaser, LLC) (Parent), a Delaware corporation that is an affiliate of Thoma Bravo and PIV Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Parent (Purchaser). Merger Sub merged with and into the company, with the company surviving as a wholly owned indirect subsidiary of Parent. |
| - | Parent and Purchaser are each affiliated with Thoma Bravo Fund XIII, L.P. (the Thoma Bravo Fund), and Parent, Purchaser and the Thoma Bravo Fund are each affiliated with Thoma Bravo, LLC (Thoma Bravo). Purchaser paid a total of approximately \$2 billion in cash in the Offer and Merger. With the completion of the acquisition, Instructure's common stock ceased trading and the company is no longer listed on the New York Stock Exchange. |

Financials - D&B

Financials

| FINANCIAL STATEMENT COMPARISON | | | | |
|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--------------|
| | Fiscal Consolidated 2019-12-31 | Fiscal Consolidated 2018-12-31 | Fiscal Consolidated 2017-12-31 | Last 3 years |
| Current Assets | 183,125,000 | 212,627,000 | 96,699,000 | |
| Total Current Liabilities | 177,360,000 | 132,017,000 | 117,303,000 | |
| Tangible Net Worth | 145,557,000 | 128,438,000 | 26,944,000 | |
| Sales | 258,473,000 | 209,544,000 | 160,975,000 | |
| Net Income | (80,819,000) | (43,465,000) | (43,084,000) | |
| Current Ratio | 1.03 | 1.61 | 0.82 | |
| Working Capital | 5,765,000 | 80,610,000 | (20,604,000) | |
| Other Assets | 184,375,000 | 61,370,000 | 59,924,000 | |
| Long Term Liabilities | 44,583,000 | 13,542,000 | 12,376,000 | |

* = In Single Units

STATEMENT INFORMATION

| | |
|------------------------------------|--|
| Profit And Loss Information | From JAN 01 2019 to DEC 31 2019 annual sales \$258,473,000; cost of goods sold \$82,826,000. Gross profit \$175,647,000; operating expenses \$261,640,000. Operating income \$(85,993,000); other income \$1,795,000; other expenses \$241,000; net income before taxes \$(84,439,000); Federal income tax \$(3,620,000). (net loss) \$80,819,000. |
| Source Information | Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: Ernst & Young LLP, Salt Lake City, Utah. |
| Statement Explanation | Accounts receivable shown net less \$871,000 allowance. Fixed assets shown net less \$31,810,000 depreciation. |
| Reporter Comments | The report was updated using information the company filed with the Securities and Exchange Commission. |

Financials

| LATEST FINANCIAL STATEMENT | |
|----------------------------|-------------------------------------|
| Balance Sheet | Fiscal 2019-12-31 (In Single Units) |
| Assets | |
| | Current Assets |
| | Fiscal 2019-12-31 |

| | |
|-----------------------------|------------------------|
| Marketable Securities | USD 15,584,000 |
| Prepaid / Deferred Items | USD 9,809,000 |
| Deferred Commissions | USD 10,256,000 |
| Accounts Receivable | USD 38,029,000 |
| Cash | USD 101,236,000 |
| Other Current Assets | USD 8,211,000 |
| Total Current Assets | USD 183,125,000 |

Long Term Assets

**Fiscal
2019-12-31**

| | |
|---------------------------------------|------------------------|
| Intangible Assets-Net | USD 32,513,000 |
| Property, Plant, Fixtures & Equipment | USD 28,076,000 |
| Goodwill | USD 69,614,000 |
| Right-Of-Use Assets | USD 36,514,000 |
| Other long term assets | USD 17,658,000 |
| Total Assets | USD 367,500,000 |

Liabilities

Total Current Liabilities

**Fiscal
2019-12-31**

| | |
|----------------------------------|------------------------|
| Accruals | USD 11,142,000 |
| Lease Liabilities | USD 6,554,000 |
| Accounts Payable | USD 14,619,000 |
| Deferred Revenue | USD 145,045,000 |
| Total Current Liabilities | USD 177,360,000 |

Long Term Liabilities

**Fiscal
2019-12-31**

| | |
|--|--------------------------|
| Common Stock | USD 3,000 |
| Lease Liabilities-Net | USD 41,793,000 |
| Other Long Term Liabilities | USD 80,000 |
| Retained Earnings | (USD 348,241,000) |
| Additional Paid In Capital / Capital Surplus | USD 493,795,000 |
| Deferred Credit Or Income | USD 2,710,000 |
| Total Liabilities & Net Worth | USD 367,500,000 |

Financial Ratios

KEY BUSINESS RATIOS

| Statement date 2019-12-31 | | | |
|-------------------------------------|------------------------|-----------------|-------------------|
| | Ratio for the business | Industry Median | Industry Quartile |
| Profitability | | | |
| Return On Assets | (22.0) | (1.9) | 4 |
| Return on Net Worth | (55.5) | (7.6) | 4 |
| Return on Sales | (31.3) | (3.2) | 4 |
| Short Term Solvency | | | |
| Current Liabilities to Inventory | - | 999.9 | - |
| Current Liabilities Over Net Worth | 121.8 | 77.8 | 1 |
| Current Ratio | 1.0 | 1.8 | 4 |
| Quick Ratio | 0.8 | 1.1 | 3 |
| Efficiency | | | |
| Accounts Payable to Sales | 5.7 | 3.0 | 1 |
| Assets Over Sale | 142.2 | 184.0 | 1 |
| Collection Period | 53.7 | 78.0 | 1 |
| Sales to Inventory | - | 61.0 | - |
| Sales Over Net Working Capital | 44.8 | 1.9 | 1 |
| Utilization | | | |
| Total Liabilities Over Net Worth | 152.5 | 136.2 | 1 |

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company.

Company Profile

COMPANY OVERVIEW

| | | |
|-------------------------------|---|---|
| D-U-N-S 06-130-8551 | Mailing Address UNITED STATES | Annual Sales US\$ 258,473,000 |
|-------------------------------|---|---|

| | | |
|---|--|--|
| Legal Form Corporation (US) | Telephone +1 800-203-6755 | Net Worth US\$ 145,557,000 |
| History Record Clear | Website www.instructure.com | Employees 1,397 |
| Date Incorporated 09/18/2008 | Present Control Succeeded 2020 | Age (Year Started) 12 Years (2008) |
| State of Incorporation DELAWARE | | Named Principal Steve Daly, CEO |
| Ownership Not publicly traded | | Line of Business Prepackaged software services |

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2008-10-11
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

| | |
|-------------------------------|--|
| Registered Name | INSTRUCTURE, INC. |
| Corporation Type | Corporation (US) |
| Business Commenced On | 2008 |
| State of Incorporation | DELAWARE |
| Date Incorporated | 09/18/2008 |
| Registration ID | 4601882 |
| Registration Status | STATUS NOT AVAILABLE |
| Filing Date | 09/18/2008 |
| Where Filed | SECRETARY OF STATE/CORPORATIONS DIVISION |

Registered Agent

| | |
|----------------|--|
| Name | NATIONAL CORPORATE RESEARCH, LTD. |
| Address | 615 SOUTH DUPONT HWY, DOVER, DE, 199010000 |

PRINCIPALS

| | |
|------------------|--|
| Officers | STEVE DALY, CEO HOLDEN SPAHT, PRES-ASST SEC BRIAN JAFFEE, V PRES-SEC-TREAS |
| Directors | DIRECTOR(S): THE OFFICER(S) |

COMPANY EVENTS

The following information was reported on: 07/13/2020

The Delaware Secretary of State's business registrations file showed that Instructure, Inc. was registered as a Corporation on September 18, 2008, under file registration number 4601882.

Business started 2008.

Present control succeeded March 2020.

The company's common stock was previously traded on the New York Stock Exchange (NYSE) under the symbol "INST".

CONTROL CHANGE.

On March 24, 2020, Thoma Bravo, LLC, a Delaware limited liability company (Thoma Bravo), completed the previously announced acquisition of Instructure, Inc., a Delaware corporation (Instructure or the company), pursuant to the Amended and Restated Agreement and Plan of Merger, dated as of February 17, 2020, by and among Instructure, Instructure Holdings, LLC (formerly known as PIV Purchaser, LLC) (Parent), a Delaware corporation that is an affiliate of Thoma Bravo and PIV Merger Sub, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Parent (Purchaser). Merger Sub merged with and into the company, with the company surviving as a wholly owned indirect subsidiary of Parent.

Parent and Purchaser are each affiliated with Thoma Bravo Fund XIII, L.P. (the Thoma Bravo Fund), and Parent, Purchaser and the Thoma Bravo Fund are each affiliated with Thoma Bravo, LLC (Thoma Bravo). Purchaser paid a total of approximately \$2 billion in cash in the Offer and Merger. With the completion of the acquisition, Instructure's common stock ceased trading and the company is no longer listed on the New York Stock Exchange.

RECENT EVENTS.

On February 21, 2019 and April 5, 2019, the company acquired all outstanding shares of Portfolium and MasteryConnect, respectively, for the purpose of enhancing its learning management system and human capital management offerings.

STEVE DALY. Antecedents were not available.

HOLDEN SPAHT. He was appointed as the President, Assistant Secretary and as a Director of the company in March 2020. He serves as a Principal at Thoma Bravo. He joined Thoma Bravo in 2014 as the Vice President and was promoted to Principal in January 2018.

BRIAN JAFFEE. He was appointed as the Vice President, Secretary, Treasurer and as a Director of the company in March 2020. He is a Managing Partner at Thoma Bravo. He joined Thoma Bravo in 2005 and has served as a Managing Partner since 2013.

AFFILIATES: The following are related through common principals, management and/or ownership: Thoma Bravo, LLC, Chicago, IL. Started '2014'. DUNS #824667906. Operates as a investor.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 07/13/2020

Business Information

| | |
|----------------------------|--|
| Trade Names | (SUBSIDIARY OF INSTRUCTURE HOLDINGS, LLC, SALT LAKE CITY, UT); INSTRUCTURE |
| Description | Subsidiary of Instructure Holdings, LLC, Salt Lake City, UT started 2019 which operates as a prepackaged software services. As noted, this company is a subsidiary of Instructure Holdings, LLC, Duns number 11-749-3276, and reference is made to that report for background information on the parent and its management. The company, a software-as-a-service technology company, provides applications for learning, assessment, and performance management. The company offers its platform through a software-as-a-service business model. It develops Canvas, a learning management system for K?12 and higher education; Bridge, a learning and performance management suite for businesses; Arc, a next-generation online video learning platform for academic and corporate learning; and Gauge, an assessment management system for K?12 schools. The company's applications enhance academic and corporate learning by providing a system of engagement for teachers and learners enabling frequent and open interactions, a streamlined workflow, and the creation and sharing of content with anytime, anywhere access to information. Its platform also provides data analytics that enable real-time reaction to information and benchmarking in order to personalize curricula and goal setting; and enhance the efficacy of the learning, assessment, and performance management processes. Terms are on contract basis. Sells to commercial concerns. Territory : International. |
| Employees | 1,397 which includes officer(s). Undetermined employed here. |
| Financing Status | Secured |
| Financial Condition | Fair |
| Seasonality | The company has historically experienced a pattern of higher sales and new academic customers in the second and third quarters, as a result of school procurement periods, which are typically based on a fiscal year ending June 30. This has resulted in lower sequential sales and customer growth in the other quarters of the year. |

| | | | |
|------------------------------|--------------------------------|-------------------------------------|-------------------------------|
| Facilities | Leases premises in a building. | | |
| SIC/NAICS Information | | | |
| | SIC Codes | SIC Description | Percentage of Business |
| | 7372 | Prepackaged software services | - |
| | 73729902 | Business oriented computer software | - |
| | NAICS Codes | NAICS Description | |
| | 511210 | Software Publishers | |

| | |
|---|----|
| GOVERNMENT ACTIVITY | |
| Activity Summary | |
| Borrower(Dir/Guar) | No |
| Administrative Debt | No |
| Contractor | No |
| Grantee | No |
| Party excluded from federal program(s) | No |

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *

Sales Representatives

youngju@dnb.com

Credit Limit

Total Outstanding

\$0.00

\$0.00



CANVAS

Appendix D: Canvas Implementation Overview

We have included documentation of our ability to implement Canvas to R4 public agencies. This applies to canvas only, but it is a good reference point for how Instructure will manage transitions to Canvas.



Canvas Implementation Process

This overview can be used internally or by customers and does the following:

- Explains how Canvas [manages implementations](#).
- Describes our [implementation packages](#).
- Breaks down [project roles and responsibilities](#).

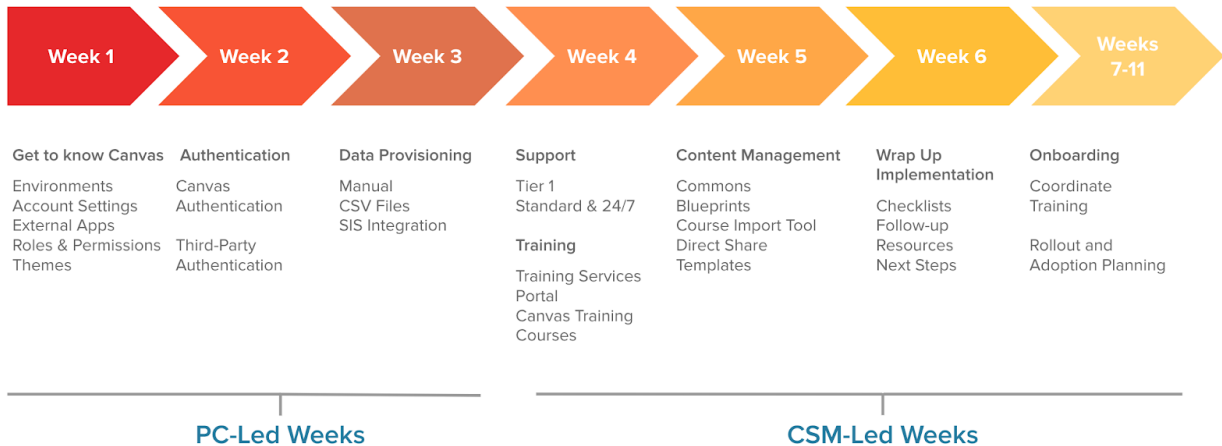
An [appendix](#) provides further detail regarding implementation project phases, deliverables, and tasks.

Implementation Management

Timeline

Full Canvas implementation and onboarding takes an average of 90 days. Technical configuration/activation takes about 6 weeks; onboarding takes another 5 weeks and ensures you have the change management tools, system integrations, and training you need to make your Canvas launch smooth and successful.

Essential Implementation





Standard or Premium Implementation



See the [appendix](#) for more information about project phases and their milestones, deliverables, and tasks.

Implementation Team

See the [appendix](#) for expanded information about the roles and responsibilities of team members from Canvas and your organization.

Canvas Team

CSM

Customer Success Manager

Your Canvas advocate & liaison

Our CSMs are committed to working with you and for you!

- Fosters relationship
- Encourages adoption
- Ensures retention
- Manages account

PC

Project Consultant

Your Canvas point of contact during implementation

- Provides onboarding guidance and best practices
- Facilitates account configuration, authentication, SIS integration, and content migration (as applicable, based on implementation type)
- Maintains project plan (Standard and Premium only)

TC

Technical Consultant

Behind-the-scenes technical experts

- Assists the PC with complex implementation tasks
- Advises your CSM and PC regarding technical Canvas functions and features



Your Team

Project & LMS Lead(s)

Main contact(s) for Canvas implementation

- Organizes internal resources for the technical implementation and other related projects
- Promotes and fine-tunes your vision for Canvas
- Reports key decisions and project status to stakeholders
- Encourages accountability to project timelines

May also:

- Create and execute Adoption Plan
- Schedule Canvas training and measure training participation
- Manage Canvas day-to-day
- Work with Canvas support to resolve issues

Technical Lead

IT or technical expert

- Works with users to grant permissions and define access to systems
- Owns or facilitates support ticket process for Canvas
- Works with project team members to complete technical tasks during and after implementation

May also:

- Work with your Canvas PC to brand your Canvas instance in accordance with your internal marketing guidelines

SIS & Auth Leads

SIS administrator

- Works with your Canvas PC to provision SIS data into Canvas and export grades out of Canvas to your SIS

Authentication expert

- Works with your Canvas PC to test, configure, and deploy native Canvas and/or third-party user authentication methods

Content & Migration Lead

Client content migration and creation expert

- Works with staff to create content from scratch and/or migrate content from the legacy LMS
- Develops process for future content migration in Canvas

Implementation Packages

Our implementation packages are based on a proven model that provides the flexibility to meet your schedule, level of service, and budget.

Selecting an Implementation Package

Does your organization need...

- high-touch or customized implementation?
- personalized guidance?
- project management (i.e., project plans, someone to help manage tasks and timelines)?
- dedicated weekly calls to address their specific needs?
- a large number of courses to import?

Does your organization have...

- technically-complicated or self-developed SIS/LMS systems?
- multiple stakeholders / sponsors?
- a lack of tech-savvy personnel?
- multiple Instructure products being implemented at the same time?

If yes to any of the above, consider upgrading to Standard or Premium to ensure a successful Canvas implementation.



Comparison Chart

| | Essential | Standard | Premium |
|-------------------------------|--|---|---|
| Overview | We guide you through our proven cohort model and checklists. You manage and complete the majority of tasks. | We provide more resources, increase training, and take ownership of key project tasks. | We lead and take ownership of the project and come on-site to ensure successful project and rapid adoption. |
| Designed For | Institutions with limited budgets and/or that possess the necessary technical knowledge and skills. | Institutions that desire a more customized implementation approach/timeframe, need additional technical and training support, or have complex requirements. | Institutions that desire the fastest implementation, have very complex requirements and/or multiple Canvas services to implement, or want Instructure to drive and manage the project(s). |
| Project Management | Cohort-based shared project management. Optional (but recommended) weekly webinars. Regular contact with your cohort leader and CSM. | Assigned project manager. Standard project plan, weekly calls with your Canvas team, and project guidance. | Assigned project manager. Custom project plan based on services purchased and Canvas implementation needs. A 2-day remote or onsite ¹ visit with your project manager and CSM to meet your team, discover your needs, and complete a substantial number of implementation tasks. Weekly calls with your Canvas team. |
| Technical Consultation | Contact with a shared Technical Consultant via cohort webinars/calls or group inbox. | Assigned technical consultant taking an active part in weekly calls during technical activation (which lasts about 4-6 weeks). | |
| Strategic Services | Not included. | Strategic consulting (10 hours) to support your institution vision, garner leadership buy-in, and help with key planning. | Strategic consulting (50 hours OR 1 day onsite + 25 hours) to support your institution vision, garner leadership buy-in, create communication, training, and engagement plans or |



| | | | |
|-----------------------------|---|---|---|
| | | | provide targeted coaching on key initiatives. |
| Training Resources | Unlimited training portal access to core on-demand training content. | Everything in Essential plus unlimited access to advanced on-demand training content. | Everything in Standard plus unlimited access to a schedule of instructor-led online training. |
| Training Sessions | Not included | 6 customized training webinar sessions | Customized 3 day onsite (or equivalent) training ¹ |
| Instructional Design | One ready-made course template selected from our library of templates. | | One custom course template including consultation, customized graphics, and template build. |
| Resources | Canvas course that guides you through all implementation steps / topics. Access to guides and best practice tools. | Project plan using a proven standard template. Project manager assigns resources to tasks and provides weekly consultation. Access to guides and best practice tools. | Fully-customized project plan to ensure a successful Canvas implementation. Project manager assigns resources, defines the critical path, manages risks, and ensures tasks are completed to meet your timeline. Weekly comprehensive project reviews. |
| Branding | Overview of the Theme Editor | | |
| Authentication | Authentication integration support for your LDAP, SAML, OAuth, and CAS, as configured by you. Access to guides and troubleshooting assistance. | | |
| SIS Integration | SIS data provisioning guidance through manual creation, CSV import, or a limited set of SIS integrations ² . Access to API documentation, guides, and best practice tools. | One-on-one data provisioning support to map and bring user data into Canvas from supported CSV or API integrations. ² | |
| Marketing | Access to guides and best practice documentation for rollout and adoption | | |
| Course Imports | General guidance and assistance | Import up to 1,000 courses from supported formats, if applicable ³ | Import up to 5,000 courses from supported formats, if applicable ² |
| Pricing | Starts at \$8,000 | Starts at \$20,000 | Starts at \$61,600 |



¹If travel is restricted, onsite sessions will be held remotely via web conference

²SIS integrations which require direct API access are: Aeries, Aspen, Aspire, Blackbaud (e.g., Education Edge), Clever, Focus, Infinite Campus, Powerschool, Progressbook (DASL), Q (Aequitas), Qmlativ, Sapphire, Skyward, Synergy. All of these support both data provisioning and grade passback (except Clever, which is data provisioning only). Additional SIS-provider-supported integrations may be available, most of which use CSV import and may have grade passback options; you and/or your SIS provider will perform this integration. Manual provisioning and CSV imports are configured and tested by you with guidance from Canvas consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) and/or perform SIS integration.

³Supported formats: Blackboard 6-9x export .zip, Blackboard Vista/CE course, WebCT 6+ course, ANGEL export .zip, Moodle 1.9/2.x.zip, Desire2Learn export .zip, eCollege, and Common Cartridge 1.0/1.1/1.2/1.3. Migration includes automated course shell creation and automated content import to similar Canvas course content types. Quality assurance and cleanup are the customer's responsibility.

Issues are managed through the standard technical support process. Instructure offers custom-development solutions for non-supported formats and course migration, quality assurance, and cleanup via statement of work at additional cost.



Appendix: Implementation Details

This appendix contains

- [Roles and responsibilities](#) of implementation team members.
- The weekly [focus, milestones, and deliverables](#) during implementation.
- [Implementation tasks, assignments, and their average duration](#).

Roles and Responsibilities

Personnel from Canvas and your organization are essential to your implementation and onboarding success. The tables below outline their roles and functions.

The Canvas Team

| Project Role | Responsibilities |
|---------------------------------------|---|
| Customer Success Manager (CSM) | Your advocate and primary contact for the life of the account. ¹ <ul style="list-style-type: none"> · Ongoing availability · Helps you define and execute an adoption plan for Canvas · Post-implementation contact for all things Canvas |
| Project Consultant (PC) | Your main Canvas contact <u>during implementation</u> . <ul style="list-style-type: none"> · Provides guidance and best practices to integrate Canvas with your existing processes · Ensures that SIS integration, authentication, content migration, and account configuration tasks are completed on time (Standard and Premium only) · Maintains and updates project plan (Standard and Premium only) |
| Technical Consultant (TC) | <ul style="list-style-type: none"> · Assists the PC with complex implementation tasks. · Advises your CSM and PC regarding technical Canvas functions and features. |
| Canvas Support | <ul style="list-style-type: none"> · Ongoing availability (based on your support package) · Contact for support-related issues, questions, and bugs |
| Canvas Trainers | <ul style="list-style-type: none"> · Ongoing availability (based on your training subscription) · Provides training on a wide-range of Canvas topics |
| Migration Specialist | <ul style="list-style-type: none"> · Provides guidance on importing legacy content into Canvas · Manages resources to accommodate your migration timelines |

¹ CSM service levels will vary based on your contract.



Your Organization's Team

Below are the roles and responsibilities for your team members during implementation and onboarding. *One person can fulfill multiple roles.*

| Project Role | Weeks Needed | Responsibilities |
|-----------------------------------|--------------|---|
| Project Lead | Weeks 1-6 | <ul style="list-style-type: none">● Acts as the main point-person● Organizes internal resources● Reports key decisions and project status to internal stakeholders● Manages accountability for internal tasks to meet project timelines● Disseminates information on Canvas training● Coordinates Canvas launch |
| LMS Admin | Weeks 1-6 | <ul style="list-style-type: none">● Manages Canvas day-to-day● Works with Canvas support to resolve issues● Communicates with CSM |
| IT Administrator | Weeks 1-4 | <ul style="list-style-type: none">● Works with users to grant permissions and define system access● Owns or facilitates support ticket process for Canvas● Manages roles, permissions, integrations, LTIs, and authentication configuration● Works with project team members to complete technical tasks during and after implementation |
| Authentication (Auth) Lead | Week 2 | Tests, configures, and deploys external authentication in Canvas. |
| SIS Lead | Week 3 | Provisions SIS data into Canvas and exports grades out of Canvas into your SIS (if grade passback is available) |
| Content Lead | Week 5 | Create contents from scratch and/or imports content from the legacy LMS |



Implementation Weekly Focus, Milestones, and Deliverables

Week 0: Introduction

We start by introducing your CSM and defining your project team members and responsibilities. We ask questions to ensure we fully understand your vision and goals for Canvas.

Focus

- What part does Canvas play in your organization's overall initiatives?
- What are your implementation goals (short-term)?
- What are your hefty Canvas goals (long-term)?
- Who is on your project team?

Milestones

| Milestone | Objective | Participants from Your Team | Participants from Canvas Team |
|----------------|--|-----------------------------|-------------------------------|
| Welcome | Make introductions and set implementation expectations. Will be an email or phone call, depending on your service level. | · Project Lead | · CSM · Sales (optional) |

Deliverables

| Deliverable | Description |
|------------------------|--|
| Instance Access | Your admins will be granted access to your new Canvas production instance. |



Week 1: Getting Started

Your Project Consultant (PC) takes the lead until your implementation is complete. We help you define how to implement Canvas to meet your organization’s goals.

Focus

- What are your technical requirements?
 - Data integrations
 - Authentication
 - Content migrations
 - Permissions/access
- What are your change strategy needs?
 - Training
 - Communication
 - Champion/incentive plans
 - Managing resistance
- Who are the task owners?
- What is your task-completion timeline and/or go-live date?

Milestones

| Milestone | Objective | Participants from Your Team | Participants from Canvas |
|--|--|---|--------------------------|
| Kickoff Email (Essential) | We grant you access to your course and provide detailed information about what to expect in the next 6 weeks. | · N/A | · PC |
| Onboarding Scoping Call (Standard / Premium) | We have a dedicated phone call to explore your implementation requirements and explain how we will execute your project. | · Project Lead · Auth Lead · SIS Lead | · PC · CSM |

Deliverables

| Deliverable | Description |
|---|---|
| Canvas Course (Essential) | Teaches you—using best practices and comprehensive advice—how to use Canvas while completing your own technical configuration. It is designed to take six easy weeks, but you can go faster if your needs require it. |
| Project Plan (Standard / Premium) | After the scoping call, your PC will provide a project plan tailored to your implementation package and requirements. The PC manages and updates the plan throughout the project. |



Weeks 2-6: Activation

This is the technical configuration stage; we work together to complete setup, training, and rollout.

Focus

Completing all tasks in the first six weeks of Canvas course or on the project plan to meet your timeline.

Milestones

| Milestone | Objective | Participants from Your Team | Participants from Canvas |
|--|--|-----------------------------|---------------------------|
| Weekly Webinar or Call (Essential) | A scheduled or recorded online instruction session which focuses on the topic and tasks in the Canvas course for the given week. | · Varies by topic | · PC · CSM |
| Weekly Status Call (Standard / Premium) | Gather the project team to review implementation progress and ensure everything is on-track for a timely launch. | · Project Lead | · PC · CSM |
| Status Update Email (Standard / Premium) | Provided by the PC, this gives the team insight into the overall progress and health of your implementation project. | · N/A | · PC |
| “Deep Dive” Calls (Standard / Premium) | These optional additional discussions delve into implementation topics that require extra time to fully explore. | · Varies by topic | · PC · Varies by topic |

Deliverables

| Deliverable | Description |
|------------------------|---|
| Platform Launch | Canvas has launched and your users are actively teaching and learning in Canvas. Congratulations! |



Week 6: Transition to Onboarding

At this point, your interactions with the Project Consultant come to an end. You'll continue your long-term relationship with your Customer Success Manager (CSM).²

Focus

Complete all implementation tasks and set you up for continued success with Canvas.

Milestones

| Milestone | Objective | Participants from Your Team | Participants from Canvas |
|-------------------------------|---|-----------------------------|--------------------------|
| Implementation Closing | Your implementation is officially done! | · Project Lead | · PC · CSM |

Deliverables

| Deliverable | Description |
|--|--|
| Closing Survey | How did your PC do, and how ready do you feel? Your input is crucial so we can validate our best practices and ensure you (and others) have a favorable outcome with Canvas. |
| Executive Summary (Standard / Premium) | Because we know a lot happens during an implementation, we'll provide a summary of what we did and who to work with going forward. |

² CSM service levels will vary based on your contract.



Weeks 7-11: Onboarding

Your CSM (or CSM team) takes over and works with your team to evaluate your Canvas implementation experience.

Focus

- Do you have any questions about how we set Canvas up?
- Are users adapting to Canvas well?

Milestones

| Milestone | Objective | Participants from Your Team | Participants from Canvas |
|--|--|---|---|
| Self-Guided Onboarding (Essential) | A 5-week course leads you through best practices and strategies to ensure you have the change management tools, system integrations, and training you need to make your Canvas launch smooth and successful. | <ul style="list-style-type: none"> • Project Lead • IT Lead • Adoption Lead • LMS Admin | <ul style="list-style-type: none"> • CSM or CSM team |
| Best Practice Knowledge Share (Standard / Premium) | Share product best practices to build on the foundational knowledge established by our training materials. | <ul style="list-style-type: none"> • Varies | <ul style="list-style-type: none"> • CSM |
| Year/Term Rollover Prep (Standard / Premium) | We'll discuss how you can prepare for your first year/term rollover in advance. | <ul style="list-style-type: none"> • Project Lead • LMS Admin • SIS Lead | <ul style="list-style-type: none"> • CSM |
| Executive Business Review (EBR) (Standard / Premium) | Review your vision and goals and assess adoption and usage data to ensure your long-term success with Canvas. | <ul style="list-style-type: none"> • Project Lead • IT Lead • Adoption Lead • LMS Admin | <ul style="list-style-type: none"> • CSM |

Deliverables

| Deliverable | Description |
|--|--|
| Onboarding Health Check (Standard / Premium) | Complete a feedback form to let us know how you're feeling about your implementation, your readiness for Onboarding, and the tools we use. |



Project Tasks, Assignments, and Duration

| Action Item | Responsible Party | Est. Days |
|--|---------------------------------|-----------|
| Weeks 0-1: Introduction and Getting Started | | |
| <i>All implementations</i> | | |
| Kickoff | Instructure & Your Organization | 1 |
| Define project teams | Instructure & Your Organization | 2 |
| Canvas Instance Creation | Instructure | 1 |
| Account Admin Creation | Instructure & Your Organization | 1 |
| Define short- and long-term goals | Instructure & Your Organization | 1 |
| <i>Essential implementations</i> | | |
| Grant access to course to individuals designated by customer | Instructure | 1 |
| Schedule weekly webinars | Instructure | — |
| <i>Standard and Premium implementations</i> | | |
| Create custom project plan | Instructure | 2 |
| Manage custom project plan for technical implementation | Instructure | Varies |
| Schedule weekly status calls | Instructure | — |
| Weeks 2-6: Activation | | |
| <i>All implementations</i> | | |
| Setup roles and permissions | Your Organization | 2 |
| Configure accounts and subaccounts | Instructure & Your Organization | 2 |
| Review Canvas CSV format (manual CSV) | Instructure & Your Organization | 2 |



| | | |
|--|---|--------|
| Configure and Test SIS Imports (manual CSV) | Your Organization in consultation with Instructure | 6 |
| Create, test, and deploy SIS Integration scripts | Your Organization in consultation with Instructure | 20 |
| Configure and test external authentication | Your Organization in consultation with Instructure | 4 |
| Provision test authentication users | Your Organization | 2 |
| Import legacy content into Canvas | Your Organization (Standard) Instructure (Enhanced and Premium with bulk migration or optional Migration Services) | Varies |
| Validate imported course content | Your Organization in consultation with Instructure | 20 |
| Create branding in the Theme Editor | Your Organization in consultation with Instructure | 2 |
| <i>Standard and Premium implementations</i> | | |
| Create and distribute project status updates | Instructure | N/A |
| Schedule “deep dive” calls as needed | Instructure & Your Organization | Varies |
| Define content migration strategy | Instructure & Your Organization | 1 |
| Export legacy content for content migration | Your Organization | 10 |
| Custom CSS/JS creation | Your Organization in consultation with Instructure | 2 |
| Weeks 7-11: Onboarding | | |
| Schedule Canvas training (subscription) | Instructure & Your Organization | Varies |
| Determine support structure | Instructure & Your Organization | 1 |
| Define support admins | Your Organization | 1 |
| Configure help desk account | Instructure | — |



| | | |
|--|--|---|
| Provide customer account for help desk | Instructure | — |
| Configure Tier 1 Support and knowledgebase | Instructure & Your Organization (Tier 1 Support package only) | 5 |
| Optional Configuration and Tasks | | |
| Canvas Data Setup | Instructure | — |
| Commons LOR Setup | Instructure | — |
| Support Channel Setup | Instructure & Your Organization | 1 |
| Optional Integrations (may incur additional fees) | | |
| Additional SIS integration | Instructure & Your Organization | — |
| Course content providers | Instructure & Your Organization | — |
| Media provider | Instructure & Your Organization | — |
| Additional authentication | Instructure & Your Organization | — |
| 3rd party tools | Instructure & Your Organization | — |
| Plagiarism checker | Instructure & Your Organization | — |
| Quiz/testing tools | Instructure & Your Organization | — |
| Conferencing tool | Instructure & Your Organization | — |
| Clicker solution | Instructure & Your Organization | — |