

ALABAMA COMMUNITY COLLEGE SYSTEM

JOINT PURCHASING AGREEMENT

RFB # ACCS-2019-01

FEBRUARY 19, 2019

SUBMITTED BY: **INSTRUCTURE, INC.**
6330 SOUTH 3000 EAST
SALT LAKE CITY, UTAH 84121

A. LETTER OF TRANSMITTAL

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST: A. Identify the submitting organization B. Identify the name and title of the person authorized by the organization to contractually obligate the organization C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization D. Identify the names, titles and telephone numbers of persons to be contacted for clarification E. Explicitly indicate acceptance of the Conditions Governing the Procurement F. Be signed by the person authorized to contractually obligate the organization G. Acknowledge receipt of any and all amendments to this RFB.

February 19, 2019

Alabama Community College System
Joint Purchase Agreement Initiative
135 South Union Street Suite #135
Montgomery, Alabama 36104

Reference: Request for Bid #ACCS-2019-01

Canvas is pleased to respond to the Request for Bid from Alabama Community College System (ACCS) regarding a Joint Purchasing Agreement for a Learning Management System (LMS).

Canvas is a cloud-based education technology platform with advanced Learning Management System (LMS) functionality. Instructure hosts Canvas as a subscription service on the state-of-the-technology cloud infrastructure of Amazon Web Services (AWS). Instructure's comprehensive implementation and hosting services include full system monitoring, automated provisioning, "Hands-Free" update/upgrade services, Basic Support Package, online Standard Training Package, beta environment, and a test/training instance. The Canvas architecture, AWS infrastructure, and Instructure's hosting and support services make Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry. Instructure is also proposing Arc the next-generation online video platform that unmutes learning by turning one-way, passive video into inclusive, productive discussion. Arc works hand-in-digital-hand with Canvas to make teaching and learning easier, smarter, and more interactive.

Throughout this proposal we address ACCS's Request for Bid requirements, describing our company, the LMS features and approaches that Instructure has developed to provide the most user-friendly, intuitive, and advanced LMS on the market.

Submitting Organization

Legal Business Name	Instructure, Inc.
Address, Phone, and Fax Number	6330 South 3000 East Suite 700 Salt Lake City, Utah 84121 Phone: 800.203.6755 Fax: 888.213.3894
Primary Contact and Contact for Clarifications	Beth Gynn Enterprise Regional Director, Higher Ed. bgynn@instructure.com Cell: 336-327-8051
Contact with Negotiation and Contractual Authorization	Mathew Searle Director of Finance Operations mat@instructure.com C: 801.869.5006

Conditions Governing the Procurement

Please see Appendix A "Terms and Conditions Disclaimer." Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

Letter Signed by Authorized Individual

The signatory for the Transmittal Letter is Mathew Searle, Director of Finance Operations. As the signatory of Instructure's offer to ACCS, he is legally authorized by Instructure, Inc. to commit the organization contractually.

RFB Amendments

Instructure received Addendum #1 on February 7th, 2019.

We appreciate this opportunity to tell you about Canvas and our hosting and support services. If you have any questions or require additional information, please feel free to contact me. Thank you!



canvas

Sincerely,

A handwritten signature in blue ink that reads "Mathew Searle".

Mathew Searle

Director of Finance Operations

A handwritten signature in black ink that reads "Beth Guynn".

Beth Guynn

Enterprise Regional Director

bguynn@instructure.com

C: 336-327-8051

FX: 888.213.3894

B. EVALUATION SUBMISSION FORM

Appendix E Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid. Vendor Contact Information This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to JPA- Notification@accs.edu.

Vendor Name: Instructure, Inc. Last Updated: February 19, 2019

JPA Website Address: <http://www.instructure.com/>

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Beth Guynn Enterprise Regional Director, Higher Ed.	C: 336-327-8051	E: eguynn@instructure.com
Sr.Account/SalesManager(s) (by region if necessary)	Sean Traigle Regional Vice President, Higher Education	O: (801) 658-7483 M: (225)-802-3961	E: sean@instructure.com
Account/Sales Manager(s)(by region if necessary)	Beth Guynn Enterprise Regional Director, Higher Ed.	C: 336-327-8051	E: eguynn@instructure.com
Technical Support	Melissa Lobel, SVP, Customer Success & Partnerships	O: (801)869-5000	E: mlobel@instructure.com

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

	Document Name	PageNumber(s)
Product and Services Delivery Overview	Instructure Response JPA Bid ACCS-2019-01	17
Geographic Coverage	Instructure Response JPA Bid ACCS-2019-01	19
Availability of Technical Support	Instructure Response JPA Bid ACCS-2019-01	19
Problem Resolution	Instructure Response JPA Bid ACCS-2019-01	20
Customer Satisfaction	Instructure Response JPA Bid ACCS-2019-01	22
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D. BID SUMMARY (OPTIONAL)

Bid Summary

Instructure launched its industry-changing Canvas LMS in 2011 and, today, Canvas is the primary LMS in more U.S. colleges and universities than any other LMS. Over 4,000 universities, colleges, school districts, and corporations worldwide have chosen Canvas for their LMS because of the usability and power of Canvas's teaching and learning toolset and Instructure's innovative corporate vision and strong client support services.

Instructure hosts Canvas as a subscription cloud service on the state-of-the-technology Amazon Web Services (AWS) cloud infrastructure. The fully redundant, fault tolerant, and resilient Canvas architecture and AWS infrastructure enables Instructure to guarantee 99.9% Canvas system availability. Instructure's comprehensive hosting services provides full system monitoring, automated provisioning for real-time system scalability and performance tuning, Hands-Free update/upgrade services, Basic Support Package, open REST API, beta environment, and a test/training instance.

The Canvas architecture is horizontally scalable, enabling it to respond to usage spikes in real-time and to accommodate expanded, long-term usage. The Canvas application, its media and file storage, and its databases are each independently redundant. The Canvas architecture, AWS infrastructure, and Instructure's hosting and support services make Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry.

The native-cloud, multi-tenant technologies used to build the Canvas platform and applications are able to scale to millions of users. We utilize a modern technology stack to take advantage of advancements in web design, open source technologies, scalability, and security. Instructure implements industry-standard best security practices to help us protect our servers and our customers' critical information.

The Canvas architecture and AWS infrastructure enable Canvas to scale horizontally and rapidly adjust to variances in usage, at the server, database and file store level. Our applications run on virtualized instances in Tier III and Tier IV AWS data center facilities located in the AWS Regions of US-East, US-West, Canada, Frankfurt, Ireland, Singapore, and Australia.

Some of the differentiators that separate Canvas from other LMS products and that separate Instructure from other LMS vendors are:

- **Quality of the Canvas platform.** Canvas was the first, true cloud-native LMS built using modern web technologies and based on open industry- and education-technology standards.

- **Quality of the Canvas architecture.** Canvas provides a highly-extensible environment that supports best-of-breed approach with an open API and support for IMS LTI, IMS QTI, and other standards-based integrations and data interchange.
- **Quality of the Canvas cloud service.** Instructure hosts Canvas as an all-inclusive cloud service on the state-of-the-technology infrastructure provided by AWS. Supported 24x7 by our hosting services, the Canvas architecture and the AWS infrastructure provides is a highly available, secure, reliable, and resilient platform with unlimited horizontal scalability, enabling Instructure to guarantee 99.9% Canvas system availability. As of 10 February 2019, the 12-month rolling average of Canvas system availability is 99.991%.
- **Usability of Canvas.** Canvas provides exceptional usability with a clean, simple, and efficient interface that stays out of the way of teaching and learning. Consistency, efficiency, and intuitiveness are the guiding design principles that Instructure's Product and Engineering teams continually strive to achieve to ensure the overall quality of the Canvas user experience.
- **Comprehensiveness of Instructure's hosting services.** Instructure's hosting services include Canvas system security and performance monitoring, tuning, and management, Hands-Free system maintenance, backup/restore, and disaster recovery.
- **Quality of Instructure's customer success services.** With experience gained from over thousands of implementations, Instructure's Customer Success team is dedicated to providing the highest levels of customer service. Instructure has consistently received an Admin NPS score above 65 with a 68 Canvas Admin Net Promotor Score (NPS) in the most recent reporting and Customer Satisfaction (CSAT) scores averaging 95%.

E. RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

Instructure Canvas is a Cloud based system that is fully hosted by Amazon Web Services. Therefore, Canvas defers to Amazon's AWS certification, which is located online at: <http://aws.amazon.com/compliance>. AWS is certified in ISO 9001.

Instructure maintains an AICPA SOC 2 Type II report on all five trust principles related to security, availability, processing integrity, confidentiality and privacy. The SOC 2 report can be made available to client institutions upon execution of a mutual non-disclosure agreement (MNDA). This report covers Instructure's management and maintenance of the Canvas LMS infrastructure, software, and the controls that go into delivering our services to clients. Instructure also maintains SOC 2 Type II reports for the management and maintenance of our Bridge corporate LMS and Arc video management system.

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

Instructure agrees to cover all costs involved in responding to this RFB.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

Instructure agrees to be the sole vendor.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

Instructure will not be using sub-contractors to provide support for ACCS.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

Instructure agrees to Item 3.5 "Amended Bids."

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

Instructure agrees to Item 3.5 "Rights to Withdraw Bid."

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

Instructure's proposal shall remain valid for ninety (90) days after the closing date of the receipt of the proposal, February 19, 2019.

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Canvas subscription pricing includes Instructure's complete and comprehensive hosting services on the Amazon Web Services' cloud infrastructure, Hands-Free system update/upgrade/maintenance services, Basic Support Package, online Standard Training Package, and a test/training instance. The Canvas 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. First-year pricing for Canvas subscription fees and implementation is provided in the following table.

Canvas Pricing for Alabama Community College System

	FTE Students	Standard Price	Range of % Discount¹	Price/FTE/Yr.	Setup & Implementation Fee
1. Canvas HE Annual Subscription ¹	200 - 2,999	\$28.00	40%	\$16.80	\$7,000
2. Canvas HE Annual Subscription ¹	3,000 - 14,999	\$28.00	48%	\$14.50	\$9,000

3. Canvas HE Annual Subscription ¹	15,000 +	\$28.00	54%	\$13.00	\$12,000
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1 JPA pricing can only be applied when the institutions bring on the entire institution FTE and sign an agreement for three or more years. Pricing is subject to a 5% increase annually. Pricing is established for all institutions part of the Alabama Community College System & Alabama Higher Education Joint Purchase Agreement listed in Appendix A of bid #ACCS-2019-01 and will apply to any new customers coming on with Canvas with the JPA.

Arc Pricing for Alabama Community College System

	FTE Students	Standard Price	Range of % Discount ¹	Price/FTE/Yr.	Setup & Implementation Fee
1. Arc Annual Subscription ¹	200 - 2,999	\$6.00	30%	\$4.20	\$1,500
2. Arc Annual Subscription ¹	3,000 - 14,999	\$6.00	42%	\$3.50	\$1,500
3. Arc Annual Subscription ¹	15,000 +	\$6.00	59%	\$2.45	\$1,500

1 JPA pricing can only be applied when the institutions bring on the entire institution FTE and sign an agreement for three or more years. Pricing is subject to a 5% increase annually. Pricing is established for all institutions part of the Alabama Community College System & Alabama Higher Education Joint Purchase Agreement listed in Appendix A of bid #ACCS-2019-01 and will apply to any new customers coming on with Canvas with the JPA.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public. All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

Instructure agrees to Item 3.8 "Disclosure of Bid Contents."

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity. The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract. Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

Instructure agrees to Item 3.9 "No Obligation."

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

Please refer to Appendix A "Terms and Conditions Disclaimer." Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

3.11 Governing Laws

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama

Instructure agrees to Item 3.11 "Governing Laws."

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

Instructure agrees to Item 3.12 "Basis for Bid."

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement. Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

Please refer to Appendix A "Terms and Conditions Disclaimer."

Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

Instructure agrees to Item 3.14 "Vendor Qualifications."

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

Instructure agrees to consider a change to the Vendor Representative as requested by ACCS.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

Instructure agrees to Item 3.16.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

Instructure agrees to Item 3.17 "Benefit of Cost Reduction."

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Please refer to Appendix A "Terms and Conditions Disclaimer."

Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Instructure understands and agrees to Item 3.19.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

Instructure's Insurance Form is provided following this page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services 450 Sansome Street, #300 San Francisco, CA 94111	CONTACT NAME: Amy Baird PHONE (A/C, No, Ext): (206) 866-6722 E-MAIL ADDRESS: amy.baird@theabdteam.com	FAX (A/C, No): (206) 788-8989
INSURED Instructure, Inc. 6300 South 3000 E Suite 700 Salt Lake City UT 84121	INSURER(S) AFFORDING COVERAGE	
www.theabdteam.com	INSURER A: Great Northern Insurance Company	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Chubb National Insurance Company	10052
	INSURER D: Columbia Casualty Company	31127
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 41244106**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36027222	4/1/2018	4/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73588232 Includes Hired Auto Physical Damage Actual Cash Value	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			79897564	4/1/2018	4/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	71756260 (AK, HI, SC) 71753883 (Other States)	4/1/2018 4/1/2018	4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Errors & Omission Liability incl. Network Security/Cyber Liability			596563905	4/1/2018	4/1/2019	\$2,000,000 Per claim / Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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Specifications

This section contains specifications and relevant information vendors should use for the preparation of their responses. Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated. Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures. Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered. Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Instructure, Inc. was incorporated in 2008 and provides innovative, cloud-based learning management platforms for academic institutions and companies worldwide. By mid-2009, Instructure had successfully completed the pilot of its innovative, industry-changing LMS, Canvas.

With its official market launch in January 2010, Canvas set a new, open standard for education technology as the only true, native cloud LMS. Canvas is entirely accessible by standard web browsers and leverages popular social media services such as Twitter, Google Doc, YouTube, and Flickr.

Canvas Goes Open Source

In February 2011, Instructure announced that Canvas would be available to all users as an open source LMS, giving individuals, schools, and institutions open access to the source code. The open source code for Canvas is freely available at Instructure's technology page at <https://github.com/instructure/canvas-lms>.

Instructure Gives Users One-click Access to Third-Party Apps

In 2013, Instructure announced the integrated Canvas App Center with “one-click” installation of IMS Learning Tools Interoperability (LTI) compliant tools and services. The Canvas App Center (<http://www.eduappcenter.com>) is rapidly-growing app library with over 300 apps providing interactive resources, content repositories, assessment tools, social media, and other digital learning and teaching resources.

Instructure Releases All-in-One Learning Solution for Online Course Publishing and Registration

In 2014, Instructure launched Canvas Catalog, a white-label, web-based course catalog and registration system that enables organizations to build and maintain a branded marketplace for their online course offerings.

Instructure Announces New Cloud-Based Corporate LMS

To better meet the needs of the corporate market, we also leveraged our platform to develop Bridge, which launched in February 2015. Bridge is designed to enable corporate customers to deliver impactful learning to accelerate employee progress and address the unique development needs of their workforce.

Instructure Launches Video Platform that Seamlessly Integrates with Canvas

In October 2016, Instructure formally released Arc, a video platform which streamlines management of video assets for organizations expanding their education resources. Arc empowers learners to collaborate with each other and to interact with content by allowing them to share, comment, and give feedback within the video timeline. The ability to comment directly in videos encourages active learning to take place, and deep analytics help teachers better understand how students are receiving their video content.

Instructure Offers Software that Connects Assessment Directly to Learning

In 2017, Instructure created Gauge, a modern, scalable, one-stop learning Assessment Management Tool designed to deliver actionable data to impact teaching, learning, and achievement. Gauge connects assessment with learning through an easy to use, customizable, and intuitive user experience.

Instructure Acquires Video Microlearning and Assessment Company Practice

In November 2017, Instructure acquired Practice, which is peer-to-peer video assessment and coaching software that engages users in a continuous cycle of practice, peer feedback, and growth. Practice gives educators and trainers tools to build learning exercises that include a powerful four-stage learning methodology that results in learners both attaining skills and retaining skills.

Support Services

One thing that sets us apart from our competitors is our dedication to providing a service our customers can really be satisfied with. Meeting your needs go far beyond features and functionality. You need assurance that you are supported, from migration to three years down the road.

This is something that Instructure does extremely well. We have one of, if not, the highest customer retention levels in the industry, with 98% of our customers deciding to stay with us. Our Net Promoter Score (a score used to gauge the loyalty of a company's customer relationships) is among the ranks of Google, Apple, and Netflix. Canvas admins consistently give us a score of 50+, indicating they are satisfied, loyal customers.

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 following table provides shows the Standard Support packaging offered by Instructure.

Canvas Support Options

	Standard Support
Cost	Included in subscription fee
Online Canvas Help Center	24/7/365
Canvas Community Access	24/7/365
End User (Teacher/Student) Support	Institution LMS Admin*
Web Form/Email Support	2 business day response time
Phone Support (for local LMS Admin)	M-F 6am to 6pm Local Time
Authorized LMS Admin Support Accounts*	1

1 Additional LMS Administrator support accounts are available at additional cost

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Canvas Support offers the following first response times:

- **Standard:** Phone: 80% answered within 60 seconds. 1 Admin only; 6AM - 6PM; Webform/email: 80% answered within two business days. Admins and escalations from admins only.
- **24/7:** Phone: 80% answered within 60 seconds. 3 Admins only; 24/7/365; Webform/email: 80% answered within eight hours. Admins and escalations from admins only.
- **Tier 1:** Phone: 80% answered within 60 seconds; Webform/email: 80% answered within one hour; and Live chat: 80% answered within 120 seconds.

When Canvas detects an event or error, or a customer reports an issue, Canvas assign it a severity level.

Severity Level	Criteria
Level 1	<ul style="list-style-type: none"> • Canvas is down or unusually slow • users can not access the Canvas because of a relationship within Instructure's control • Sensitive data is available for unauthorized parties
Level 2	<ul style="list-style-type: none"> • Canvas is noticeably slow, but usable • users can not use a critical function, and there is no workaround
Level 3	<ul style="list-style-type: none"> • users can not use a critical function, but there is a workaround • users can not use a non-critical function
Level 4	<ul style="list-style-type: none"> • there is an error, but it does not prevent users from using the affected function • A workflow in Canvas is objectively suboptimal

Following are the first-response and resolution times associated with each severity level. First-response times are measured from the point at which Canvas becomes aware of a given incident or fault.

Severity level	First-response time	Update intervals	Resolution time
Level 1	Supplier will notify admins at affected institutions about the incident or fault within 15 minutes, or as promptly as possible.	Every 30 minutes, or as indicated in most recent update	Supplier will assign resources to address the incident or fault immediately, and they will continue to work on the incident or fault until it is resolved.
Level 2	Supplier will notify admins at affected institutions about the incident or fault within 60 minutes, or as promptly as possible.	Every four hours, or as indicated in most recent update	Supplier will assign resources to address the incident or fault within two hours, and they will continue to work on the incident or fault until it is resolved.
Level 3	<p>Supplier will notify admins at affected institutions of the incident or fault and the associated workaround within one business day.</p> <p>Supplier will respond to tickets submitted about the incident or fault within the first-response SLA associated with the support package a given institutions has selected.</p>	As indicated in first and subsequent responses	<p>Supplier will assign resources to address the incident or fault within two business days.</p> <p>Supplier will develop and deploy a fix within two release cycles.</p>

Level 4	Supplier will respond to tickets submitted about the incident or fault within the first-response SLA associated with the support package a given institution has selected.	Beyond first response, will respond to requests for updates	Supplier will review the incident or fault within five business days. The course of action from this point depends on the nature of the incident or fault, availability of resources, and current development priorities. Supplier may decide not to fix incident or fault when the impact is relatively minor, when the affected workflow is seldom used, or when a reasonable workaround exists.
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Resolution times above are, of course, contingent on affected institutions providing reasonable cooperation and assistance as necessary. These tickets, tiered by their severity, will be dealt with by a support team divided into three tiers, ensuring that every ticket, regardless of its complexity, will receive the correct amount of research, expertise and care.

Customer Success

As with any project, having the right personnel in place for your new LMS is absolutely vital. A key element of our methodology is to define roles and responsibilities as soon as the contract is awarded, where we will assign Alabama Community College System a dedicated Customer Success Manager.

The Customer Success Manager will be supported by an experienced Customer Success Management team, with an Implementation Consultant assigned to Alabama Community College System, a trainer, and wider support team. With the expertise and experience of this team, we will not only ensure everything is in place for your go live, but support you beyond that timeframe, providing success throughout the length of the contract.

It is also reflected in our results: we constantly exceed our SLAs for Tier 1 support, we have Customer Satisfaction Scores that top 90%+, and our year-on-year retention of clients exceeds 97%.

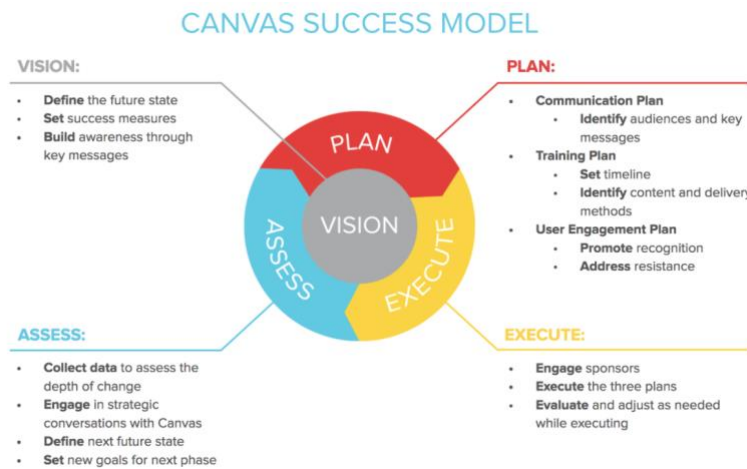
Getting the Right Resource in Place

Great results begin with having the right number of well-trained staff in each customer-success team role at any given time. We hire new staff based on need, as determined by formulas we've created for each discipline in our Customer Success department. We coordinate with our colleagues in Sales and Finance to forecast how many clients will come aboard in the following rolling 12-month period and in what months and quarters. We then assess bandwidth in our Support, Implementation, Training and Customer Success Management teams by applying staffing ratios derived from six-plus years of historical data and work rate analyses. If we identify potential resource constraints, we hire more staff for teams we project would otherwise be understaffed. We are careful to hire new staff long enough before they will be needed to allow for thorough training and acculturation.

In Support, we hire a new L1 Support Engineer for every 72,600 FTE we bring aboard at the Standard or 24/7 Support levels, while we hire a new L1 for every 46,200 FTE at the Tier 1 level. We hire a new L2 Support Engineer for every six L1 Engineers, and we hire a new L3 Engineer for every four L2 Engineers. These ratios are based on years of historical data on agent work rate, ticket-generation rates (i.e. how many tickets an active user in given subcategories of our user base will generate each year), and a present-state analysis of the product, including open issues and new features that have recently added or will soon add "surface area" to the product.

On the CSM side, we have determined how many clients of what complexity a given CSM can serve at a level that meets our standards for proactive, high-touch service. Using this knowledge we then project when we will need to hire more staff. We are particularly aggressive in hiring with this function, as we find it takes a significant investment in training, shadowing, and assessing new CSMs before they are ready to deliver the sort of service we insist upon at the same scale as a seasoned CSM.

Having ensured adequate staffing using these methods, we organize activities of the functional teams that make up Customer Success around the Canvas Success Model. We've outlined this model below. It is iterative and consultative in nature. Simply put, we learn about you and what you envision accomplishing with Canvas, we consult with you to develop success metrics and plans, we meet with you frequently and provide data to assess progress, and we revise and refocus our understanding of your vision and plans at regular intervals.



Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Data-driven staffing plans and a solid conceptual model are well and good, but the objective test of a Customer Success team's effectiveness is found in a few key figures. We are proud of our Customer Satisfaction and Net Promoter Scores, our SLA compliance rates, and a host of other discipline-specific measures that indicate we are accomplishing what we exist to do. We have consistently received an Admin NPS score above 50, with administrator CSAT and user ticket-satisfaction scores averaging in the mid-90% range over years of consistent measurement. Both results are extremely high, comparable to the likes of Google, Netflix, Amazon, and Apple amongst the best brands in technology. As we have continued to grow, our NPS scores have grown with us, remaining stable over the past several years as we have scaled our organization to serve a steadily-growing clientele.

Beyond key metrics like these, we believe that our customer institutions vote with their feet. We are pleased to note that we retain over 97% of our accounts for each year, again well above the standard in our industry. We are always eager to learn and improve, so we ask a battery of questions of every customer who does leave. The most common reason a customer leaves us has been and continues to be that their entity has gone out of business or closed down the function using Canvas and thus no longer requires a LMS.

We've built our Customer Success team and model for scale, just like we built Canvas' technology infrastructure for scale. We've built a system that works, and we track a myriad of indicators to make sure that we are constantly adapting to changes in our customer and product ecosystems and delivering outstanding service as a trusted technology partner for our customers.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Even though Canvas is incredibly easy to pick up, training remains important in ensuring your people maximize Canvas' potential. That's why we offer several training options and mediums, from webinars and hands-on workshops to personalized agendas.

TRAINING DURING IMPLEMENTATION

A Trainer will conduct three consecutive days of hands-on training during implementation. The training will be customized to meet the needs and goals of Alabama Community College System.

CANVAS ONSITE TRAINING

Can be held at Instructure's Salt Lake City office or on-site at ACCS's central offices. Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. A typical day includes six hours of training.

CUSTOM WEBINAR TRAINING

If you need training on a topic not covered by any of the standard menu options, you can request and design your own webinar experience. Consult with a Canvas trainer on your unique needs and build the agenda for your custom training together.

CANVAS SUBSCRIPTION TRAINING

Instructure's online Canvas Training Subscription is included with all three Canvas Implementation Services packages. The Training Subscription provides unlimited access to any of Instructure's publicly scheduled classes for the first 12 months for up to twenty (20) named learners. Varying levels of training are available in Canvas administration, support, and faculty/user training.

With the Training Subscription, learners can:

- Take unlimited trainings for the 12-month duration of the subscription
- Register for pre-scheduled, recurring trainings on the easy-to-use calendar on the Canvas Training website

- Select from a variety of training topics relevant to their level of Canvas knowledge and areas of interest—administration, support, course management, instructional design, or specific topics like learning outcomes and rubrics, assessments and grading, and the Canvas mobile apps
- Unlimited subscription training is also available for institutions that choose to grant access to all personnel

ADOPTION CONSULTING

Adoption Consulting helps customers deepen and elevate their use of Instructure products to meet pedagogical goals across their organization by offering strategic planning, customized consultation, and targeted coaching. With an aim to increase platform adoption, student engagement, and other institution specific initiatives, we can tailor both content and the experience to support Alabama Community College System.

ADDITIONAL TRAINING

Training events and activities can also be purchased and scheduled at the client's convenience during and after implementation as well as ongoing throughout the year as needed. Training may be purchased á la carte or in packages that can fit any budget.

- Onsite Visits
- Online Courses
- Canvas Webinars

Train the Trainer

Train the Trainer is a popular model as it allows staff to learn from other staff. It also highlights best practice and lets your early adopters show off what they have created using Canvas. Train the Trainer models are a meaningful way of introducing unconfident staff to new technologies in a relaxed session, which usually involves someone they know in a one-to-one or small group environment.

Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. We offer three support services packages: Basic, 24x7, and Tier 1, these cover phone, live chat, and webform/ email tickets.

- The Basic Support package is included in the Canvas subscription fee at no additional cost and is provided 6AM-6PM local time Monday to Friday. Under the Standard Support package, first-tier support would be provided by Alabama Community College System's Administrator and Instructure's Support team provides second- and third-tier Support to one LMS administrator.
- The optional 24x7 Support package offers around-the-clock, year-round support to up to three LMS administrators at Alabama Community College System.
- The optional Tier 1 Support package offers around-the-clock, year-round support to staff and instructors at Alabama Community College System, who can call with any troubleshooting or 'How do I?' questions. Many Canvas customers direct staff and students to our support team for 'just in time training', as they can assist students in guiding them on questions like 'how to submit an assignment,' 'sign up to group areas within Canvas,' etc.

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract. Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

Instructure agrees to provide quarterly reports to ACCS. Instructure's Quarterly report would consist of the institutions that signed contracts with Instructure and the quarter when they sign and the dollar amount.

For example:

Sample Quarterly Report

Instructure Quarterly Usage Report

September 2019- December 2019

Contract #: ACCS2018-01

Institution Name	FTE	Contract Start Date – End Date	Total Contract Value	Quarterly Contract Value
Procuring Entity Name 1	16,000	09/01/19 – 09/01/2021	\$--	\$--
Procuring Entity Name 2				
Procuring Entity Name 3				

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

Instructure does not currently support electronic commerce.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Canvas Learning Management System and Arc Video System are being proposed as a solution for Alabama Community College System.

Instructure recommends Canvas; a Cloud based LMS for ACCS. 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 K-12 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 the Amazon Elastic Compute Cloud (EC2) and uses the fully redundant storage resources of the Amazon Simple Storage Service (S3). 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

Feature	Description
Accessibility	Compliant with Section 508 accessibility standards and the Web Accessibility Initiative (WAI) issued by the World Wide Web Consortium (W3C)
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-enabled	Compatible with Apple Safari 4+, Google Chrome, Microsoft Internet Explorer 8+, and Mozilla Firefox 3.5+
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 work spaces and tools such as Google Drive
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 and 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.
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
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
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
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.

Arc Interactive Video Platform

Arc is an interactive video platform, used to make video learning and management experiences more intuitive, interactive, and collaborative. Arc 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, Arc makes learning an active, collaborative, impactful two-way street.

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

Arc is easy to implement, and more importantly, simple to use. Arc 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.

Feature	Description
Accessibility	Arc 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	Arc supports the ability to upload nearly any audio or video file.
Cross-device support	Videos uploaded to Arc are transcoded in formats that support playback on multiple devices as well as multiple sizes and resolutions for different speed connections.
Learning Analytics	Arc 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	Arc videos can be embedded anywhere using the built-in sharing options. This means that Arc videos can be placed in the LMS, blogs, or on the institution's website, eliminating the need for other video platforms.
Webcam Capture	Arc 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.

Table 16 Arc Features Overview

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Name: Beth Guynn, Enterprise Regional Director, Higher Ed.

Email: bguynn@INSTRUCTURE.COM

C: 336-327-8051

3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

Washington State Board for Community & Technical Colleges

Institution Name	Washington State Board for Community & Technical Colleges
Institution Address	1300 Quince Street SE Olympia, Washington 98504
FTE	196,273
Contact Name	Paul Kreemer
Contact's Title	Sr. Application Developer
Contact's Phone No.	(206) 498-2144
Contact's Email	pkreemer@sbctc.edu
Go Live Date	July 1, 2012
Previous LMS, Integrations, and/or Authentication	Blackboard (Angel), Custom SIS

MSVCC Consortium	
Institution Name	The Mississippi Virtual Community College (MSVCC)
Institution Address	3825 Ridgewood Road, Jackson, Mississippi 39211
FTE	70,000
Contact Name	Krista M. LeBrun
Contact's Title	Ph.D. Assistant Executive Director for eLearning and Instructional Technology
Contact's Phone No.	(601) 432-6106
Contact's Email	klebrun@mccb.edu
Go Live Date	January 17, 2013
Previous LMS, Integrations, and/or Authentication	Blackboard 9, Secondary LMS: Desire2Learn, Sungard/ Banner SIS

Alamo Colleges	
Institution Name	Alamo Colleges
Institution Address	811 W Houston St San Antonio, TX 78207
FTE	37,000
Contact Name	Tracy DeLillo
Contact's Title	Instructional Technology Manager
Contact's Phone No.	210.485.0331
Contact's Email	tdelillo@alamo.edu
Go Live Date	January 31, 2012
Previous LMS, Integrations, and/or Authentication	Blackboard Vista (WebCT), Sungard/Banner SIS

Louisiana Community and Technical College System	
Institution Name	Washington State Board for Community & Technical Colleges
Institution Address	265 S Foster Dr., Baton Rouge, LA 70806
FTE	48,744
Contact Name	Melissa LaCour
Contact's Title	Sr. Application Developer
Contact's Phone No.	504-671-5541
Contact's Email	melissalacour@lctcs.edu
Go Live Date	December 19, 2014
Previous LMS, Integrations, and/or Authentication	Blackboard 9, Sungard/Banner SIS

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

We would be pleased to answer questions and present Canvas to the Evaluation Committee at your convenience.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

Instructure's project management services encompass the project lifecycle through contract signing, implementation, launch, and roll-out of Canvas--including ongoing support to drive adoption and create a strong user community. We have described each step of our implementation process below, making it clear what the outcome of each stage will be.

Phase 1: Orientation and Implementation

Milestone One: Exploration

In this phase, we will work with you define your project team members and responsibilities. In addition, we will also conduct a thorough technical kickoff to get all the details we need to get started. The following questions will guide our dialogue.

- Who's on your project team?
- What are your technical requirements?
- Are there any blockers to be aware of?
- What are your options for each implementation area (SIS, Auth, Attendance, Migration, etc.)?
- When can your team commit to certain tasks (timeline)?

Milestones

Technical Scoping Call and Kickoff. In this call with your technical project team, we will discuss your technical requirements and how we are going to execute on them during your implementation. This is where we get to know each other; where our team meets your team. Together with ACCS, our Customer Success Manager and Implementation Consultant will create an implementation checklist, refining and signing off on the project plan and scheduling weekly implementation calls.

What you Get

Technical Scoping Call Follow-up. We provide a detailed follow-up email to this meeting that outlines what we will be doing and how we are going to do it.

Milestone Two: Definition

In this phase of your Canvas implementation, we work with you to define your goals for Canvas and how your organizational goals play into these short-term and long-term objectives. The following questions will guide our dialogue.

- What are you trying to do with Canvas?
- What is your strategy and how does Canvas play into your goals?
- What is your Go Live Date?

Milestones

Goal and Strategy Call. Scheduled within the first call, the Goals and Strategy Kick-Off will typically take place a week after. This meeting will allow our people to really understand the project, as we'll form an even deeper understanding of both your short and long-term goals for Canvas. It's entirely your preference what these goals are, of course, but they should go beyond the technical implementation of Canvas. We anticipate there will be discussions around how Canvas will tie in with your vision for the next academic year and beyond, ensuring a solid platform is laid down for our future partnership with Alabama Community College System.

What you Get

Project Plan. We can either provide you with Project Management templates or update/manage the Project Management plan for ACCS.

Milestone Three: Build

The Canvas team works with you to complete technical implementation tasks in the Build phase.

Milestones

"Deep Dive" Calls - in order to work through technical tasks as quickly as possible, we may need to sit down and cover implementation topics at length, such as the following items:

LMS Set-up: Our dedicated Implementation Consultant will build out three environments: your standard Production environment, a Beta environment to test new features on, and a Test environment for testing and training. Your project team will then test these environments, making sure they're up and running and accessible.

Course Migration: Once you've identified what courses you want to migrate over to Canvas, our Implementation Consultant will help you with bulk course migration, importing up to 5,000 courses for you as part of your implementation package.

Customization/Configuration: This is where we will configure the authentication, establishing contact between Canvas and the Identity Provider (the IDP). This step ensures that single sign-on is present all across the Alabama Community College System environment, and involves our Implementation Consultant collaborating with your Authentication Lead on the necessary tests and configurations.

Branding Configuration: Our Implementation Consultant will walk one of your team members through the Theme Editor, showing them just how simple it is to brand and tailor their environment for Alabama Community College System. The Implementation Consultant will also meet with your assigned team member to review this environment and create mobile login page branding.

Integration: For other LMS providers, the integration phase may be all about the technical integrations, purely focusing on how their platform integrates with your current systems and nothing else. We take a slightly different approach: we look at the introduction of Canvas as more than just a technical change; we see it as a cultural change. Of course, alongside the cultural integration, we'll also have the technical integration covered for you, and it will fall into two phases:

During the campus IT data automation phase of the Integration milestone, your dedicated Implementation Consultant will work with the SIS lead at Alabama Community College System, ensuring all of the SIS data is imported into Canvas successfully.

With the data all tested and verified, it will then be imported into your Production environment by your SIS lead, before being checked and signed off by our Implementation Consultation and your team.

Training: Even though Canvas is incredibly easy to pick up, training remains important in ensuring your people maximize Canvas' potential. That's why we've offered ACCS several training options and mediums in this proposal, from webinars and hands-on workshops to personalized agendas.

Support: With Canvas, you will have an impact on the type of support your faculty and admins will receive, and this is thanks to the Knowledge Base document. The KB document is completed in this phase of implementation, while our Implementation Consultant will also set up your support field admins (once identified by ACCS), and our Customer Success Manager will set up a dedicated support number and live chat facilities, which are included with the Tier 1 Support package.

What you Get

- **Regular Status Calls.** We will meet with you as often as you'd like to make sure your questions are answered and to ensure your implementation is on track.
- **Regular Status Updates.** These updates, provided by your implementation consultant, give you insight into the overall progress of the project.
- **Project Plan Updates.**

Milestone Four: Evaluation

In this iterative phase, we work with your team to make sure all configurations and integrations are tested and ready for deployment.

Milestones

Implementation Health Check Discussion. In this discussion, we will analyze what is working, what is not, and what we can change in your technical implementation.

What you Get

Implementation Health Check. Instead of waiting for the end of the project to receive feedback, we will work with you to analyze how we are doing and what adjustments need to be made to our implementation process.

Milestone Five: Finalization

In this phase, we review your technical implementation to ensure you know who to go to for support, what tasks are still left outstanding, and to make sure you have a solid plan for launching Canvas. Once this phase is completed, you are formally transitioned to the Adoption phase with your Customer Success Manager (CSM).

Milestones

Implementation Closing Conversation. Once this call has taken place, your implementation is officially over and you are transitioned to the Adoption phase with your CSM.

What you Get

Implementation Recap Email. We will send a detailed communication outlining what was completed in your technical implementation and information on who to contact for ongoing support in your journey with Canvas.

Phase 2: Adoption, Ramping and Enriching the Canvas Usage Cycle

The second stage of our overarching implementation approach is all about making sure what's been set up actually gets used. Through a dedicated Customer Success Manager, the support of the Community, CanvasLIVE and the guidance of our Tier 1 support team, Alabama Community College System will experience a level of post technical implementation support like no other in the LMS industry.

Customer Success Manager

As mentioned above, you will be assigned a Customer Success Manager at contract award. They will support you throughout technical implementation, and they won't stop supporting you once it's done - they will remain dedicated to your contract and its success beyond its implementation, helping you drive adoption in any way they can.

The ongoing role of the Customer Success Manager will be to ensure that the business and technical relationship between Instructure and Alabama Community College System is always meeting required levels of service, communication, and responsiveness.

The Community

Our Canvas Community is a free resource we provide throughout implementation and beyond, providing you with constant guidance and expertise. Throughout the adoption phase, Alabama Community College System staff and students will be able to constantly develop their understanding of Canvas through the Community, getting help and guidance whenever they need it through active forums, helpful groups and a whole array of clear walkthrough guides. But students won't be the only user group benefitting from the Community - instructors, admins and anyone else that comes into contact with Canvas will have access to the support resources that Community makes available 24x7 for its users.

The Community contains links to Canvas Guides, video tutorials, FAQs, user-group specific help, discussion boards, release notes, and Canvas Communities sites, including Google Groups, Facebook, Listserv, Open Source, and client-specific communities.

CanvasLIVE

CanvasLIVE (LIVE.CanvasLMS.com) drives adoption by making it fun and engaging for Canvas users to collaborate with other Canvas users, host events, win points and gain recognition. CanvasLIVE will also give Alabama Community College System users a chance to participate in live events, like:

- Weekly Twitter chats that are hosted by Community members
- View and present keynote presentations
- Live-stream CanvasCon sessions
- Informal shop-talk sessions
- Formal webinar presentations
- Chatrooms for brainstorming, troubleshooting, and collaborating in real-time with other Canvas users

Canvas members can host their own events in an effort to share practices and collaborate on projects. Canvas will even headline colleges and universities that commit to hosting a series of events.

Construct Services

When it comes to building the best content possible to train your instructors and trainers, Instructure offers Construct services, via subcontract, to deliver the content that helps build effective leaders.

3.31 SCOPE OF WORK

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid “purchase orders”. Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid “purchase orders”. Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

Instructure acknowledges and agrees to the Scope of Work.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

N/A – Because of the nature of Instructure’s business we do not find Item 3.32 to be relevant. Instructure is proposing Canvas a fully hosted and supported Learning Management System.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

Instructure acknowledges that this is not an exclusive agreement.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

A. the terms and conditions of this RFB B. exhibits to this agreement C. the list of products and services contained in the purchase order D. vendor's response

Instructure has provided a Terms and Conditions Disclaimer in Appendix A.

Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions: A. Acceptance The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

Please see our response in Section 3.1 -3.21 and Appendix A "Terms and Conditions Disclaimer" and Appendix B "Terms and Conditions."

B. Payment of Invoice Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance. In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

Instructure agrees to the Payment of Invoice Terms.

C. Invoices shall be submitted to the procuring entity.

Instructure agrees and will submit an invoice to the procuring entity.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS. All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail. Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity. Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity. Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

N/A – Canvas is a SaaS based Learning Management System and does not require the shipment of software to ACCS.

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

Please see our response in Section 3.1 – 3.21 and Appendix A "Terms and Conditions Disclaimer" and Appendix B "Instructure's Terms and Conditions."

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

Please see our response in Section 3.1 – 3.21 and Appendix A “Terms and Conditions Disclaimer” and Appendix B “Instructure’s Terms and Conditions.”

Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFP.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

Yes, Instructure agrees to maintain a toll-free technical support telephone line. Please refer to Item 3.22 "Product and Services Delivery Overview" for support service levels.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

N/A – Due to the nature of Instructure’s business we do not find Item 3.40 to be relevant.

3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

Please see Appendix A “Terms and Conditions Disclaimer” and Appendix B “Instructure’s Terms and Conditions.”

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

Please see Appendix A “Terms and Conditions Disclaimer” and Appendix B “Instructure’s Terms and Conditions.”

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

Instructure does not use subcontractors for training, warranty or maintenance services. Instructure will remain solely responsible for the performance of this agreement.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees. For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

Please see our response in Appendix B "Instructure's Terms and Conditions."

Instructure also recognizes that Alabama Community College System is currently a valued customer of Instructure. Instructure is willing to extend the same contractual terms and conditions already in place between the parties to govern any award as a result of this RFB.

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

N/A

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award. System employees are not allowed to accept personal gifts or gratuities.

Yes, Instructure complies with Code of Alabama Section 36-25-1.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

N/A-Due to the nature of Instructure's business we do not find Item 3.47 to be relevant.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

N/A- Due to the nature of Instructure's business we do not find Item 3.48 to be relevant.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

N/A-Due to the nature of Instructure's business we do not find Item 3.49 to be relevant.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

Please refer to Appendix B "Instructure's Terms and Conditions."

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

Please refer to Appendix A "Terms and Conditions Disclaimer" and Appendix B "Terms and Conditions."

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

N/A - Due to the nature of Instructure's business we do not find Item 3.52 to be relevant.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Instructure agrees to complete a Vendor Disclosure Statement upon being awarded the contract.

The Vendor Disclosure Statement is provided following this section.

3.54 Immigration

Business Entity Employer Contractor Compliance Form and E-verify documentation are provided following this page.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Instructure, Inc.

ADDRESS

6330 South 3000 East Suite 700

CITY, STATE, ZIP

Salt Lake City, Utah 84121

TELEPHONE NUMBER

801.869.5000

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

ADDRESS

Post Office Box 302130

CITY, STATE, ZIP

Montgomery, AL 36130-2130

TELEPHONE NUMBER

334-293-4507

This form is provided with:

☐

Contract

☐

Proposal

☒

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Auburn University	Canvas LMS/ Software as a Service	\$242,519.48
Tuscaloosa City Public Schools	Canvas LMS/ Software as a Service	\$68,487.56
University of Montevallo	Canvas LMS/ Software as a Service	\$76,871.38

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

N/A

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Matthew Seale
Signature

2/13/2019
Date

Ashley Nicole Nielsen
Notary's Signature

2/13/2019
Date

9/17/22
Date Notary Expires

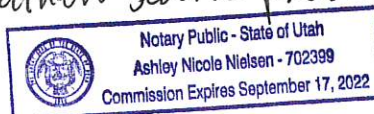
State of Utah
County of Salt Lake

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

On this 12th day of February 2019
Before me Ashley Nielsen appeared
person by Utah Rivers Council

Page 2 of 2

Revised: 09/2013



Matthew Seale proved to be who the

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION
ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Utah

County of Salt Lake City

Before me, a notary public, personally appeared Mathew Searle (print name)
who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Director of Finance Operation (state position) for Instructure, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

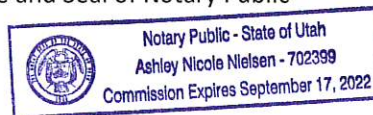
I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Mathew Searle Signature of Affiant

Sworn to and subscribed before me this 13 day of February, 2019.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Ashley Nielsen Signature and Seal of Notary Public



Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b);
Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12,
2011

Company ID Number: 65719

Client Company ID Number: 725314

- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Instructure, Inc. (Employer) hereby designates and appoints **SilkRoad technology, Inc.** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Instructure, Inc.** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 65719
Client Company ID Number: 725314

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Instructure, Inc.

Name (Please Type or Print)

Title

Signature

Date

E-Verify Employer Agent SilkRoad technology, Inc.

Elizabeth Christensen

Name (Please Type or Print)

Title

Electronically Signed

11/07/2013

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Instructure, Inc.

Company ID Number: 65719
Client Company ID Number: 725314

Company Facility Address: 6330 S 3000 E Suite 700

Salt Lake City, UT 84121

County or Parish: SALT LAKE

Employer Identification
Number: 263505687

North American Industry
Classification Systems
Code: 611

Administrator:

Number of Employees: 100 to 499

APPENDIX A. TERMS & CONDITIONS DISCLAIMER

Instructure has reviewed the form services agreement contained in the RFB ACCS-2019-01. 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 RFB ACCS-2019-01 may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

Instructure considers an RFP to be the specification of a client institution's functional and technical requirements for an LMS. Our proposal response is a detailed description of how the Canvas LMS and education technology platform and Instructure's support and hosting services satisfy the RFP's requirements. Because the client institution's RFP 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 RFP and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement.

APPENDIX B. TERMS & CONDITIONS

This document outlines the standard contractual terms and conditions that apply to the provision of any 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, the Order Form and these Terms are the "**Agreement**." Instructure and Customer may be referred to herein each as a "**party**" and together as the "**parties**."

1. **Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. "**Service(s)**" means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. "**User**" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
2. **Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from or merge the Service or any subpart thereof (including proprietary markings) with other services or software; (c) remove or modify any proprietary markings or restrictive legends in the Service; or (d) use the Service or any of Instructure's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation, accessing or using Instructure data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of a Instructure system or network, circumventing any Instructure security or authentication measures, monitoring Instructure data or traffic, interfering with any Instructure services, collecting or using from the Service email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using 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 network. 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 is responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by and will require all Users to adhere to the Acceptable Use Policy provided by Instructure and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"), and Customer agrees to enforce such terms and conditions against its Users. Customer further agrees to: (a) maintain the confidentiality and security of passwords; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services; (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; and (e) cooperate reasonably in all respects with respect to implementation and maintenance of the Service.
4. **Instructure Responsibilities.** 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 then-current standard terms of Instructure's customer support.

5. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees ("**Fees**") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.
6. **Service Standard.** Instructure will use commercially reasonable efforts to make the 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 fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a 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 originating from Customer or a User. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.
7. **Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 7: (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. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, INSTRUCTURE 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, INSTRUCTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.
8. **Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will 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.
9. **Data.** 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 Services in accordance with this Agreement or Customer's instructions. As between the parties, Instructure owns the aggregated and statistical data generated or related to the provision, operation or use of the Service, including measurement and usage statistics, configurations, survey responses, and performance results (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.

10. **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 SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, 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 15, 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. CUSTOMER ACKNOWLEDGES THAT INSTRUMENT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.
11. **Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each 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 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 information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (i) the receiving party possesses prior to acquiring it from the other; (ii) becomes available to the public or trade through no violation by the receiving party of this paragraph; (iii) is given to the receiving party by a third-party not under a confidentiality obligation to the disclosing party; or (iv) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party. 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.
12. **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. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. 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 that are delivered, provided or used by Instructure in the course of providing the Service; and (d) all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. **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 13. Either party may terminate this Agreement for the 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. Such termination right shall be in addition to any other rights and remedies that may be available to 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 Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of three (3) months following expiration or termination, Customer may export the Customer Content by using the export feature within the Service.
14. **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 and may suspend the offending User's access to the Service 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 14.
15. **Indemnification.** 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 or content from any User; (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 provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure's obligation to indemnify hereunder, terminate the Agreement with no liability to Customer or any User along with the return of 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 regarding: (z) an allegation that the Customer Content or content from any User 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. 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 of 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.

16. **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 notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile, or sent via 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 16. 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. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be 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 acting in performance of this Agreement as 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 unless otherwise specified in the Agreement. 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. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or in part, in contravention of this Section 16, 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 10, 11, 12, 15 and 16).