



CANVAS

BY INSTRUCTURE

ALABAMA COMMUNITY COLLEGE SYSTEM

ACCS-2022-01

February 11, 2022



4.1.2 Letter of Transmittal

February 11, 2022

Alabama Community College System Joint Purchase Agreement

Reference: Request for Bid #ACCS-2022-01

To the ACCS Evaluation Committee,

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 Canvas Studio, our online video platform that unmutes learning by turning one-way, passive video into inclusive, productive discussion. Canvas Studio 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.

As the incumbent provider for many of the Colleges within ACCS, we look forward to a continued partnership with ACCS.

February 11, 2022



Submitting Organization

Instructure Contact Information

Instructure Contact Information

Legal Business Name

Instructure, Inc.

6330 S 3000 E, Suite 700, Salt Lake City UT 84121

Address, Phones, and Fax Number

P: (800) 203-6755

F: (888) 213-3894

Contact with Negotiation and Contractual Authorization

Jeff Ebert, Sr. Manager, Deal Desk

jebert@instructure.com

Conditions Governing the Procurement

Please see Instructure's response in Section 3.1 – 3.21 and Appendix ** "Terms and Conditions."

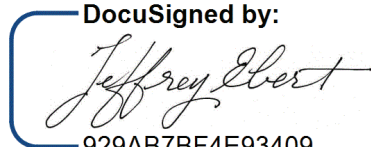
Letter Signed by Authorized Individual

The signatory for the Transmittal Letter is Jeff Ebert, Sr. Manager, Deal Desk. As the signatory of Instructure's offer to ACCS, he is legally authorized by Instructure, Inc. to commit the organization contractually.

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.

Sincerely,

DocuSigned by:



929AB7BF4E93409...

Jeff Ebert, Sr. Manager, Deal Desk

| Christopher Downs, Regional Director, Higher Ed.

cdowns@instructure.com | (781) 831-4816

February 11, 2022



6.5 Appendix E - Evaluation Submission Form.

Please see the following page for our completed Appendix E – Evaluation Submission Form.



6.5 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. Date: Feb 11, 2022

Website Address: www.instructure.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Melissa Loble	(949) 923-0508	mloble@instructure.com
Senior Account/Sales Manager(s) (by region if necessary)	Sean Traigle		straigle@instructure.com
Account/Sales Manager(s) (by region if necessary)	Christopher Downs	(781) 831-4816	cdowns@instructure.com
Technical Support	Traci Moes	(801) 819-9378	traci.moes@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	Page Number(s)
Product and Services Delivery Overview	This Document	16-31
Geographic Coverage	This Document	31
Availability of Technical Support	This Document	20-25
Problem Resolution	This Document	23-25
Customer Satisfaction	This Document	27
Value Added Services	This Document	33-40
Reporting	This Document	32
Electronic Commerce	This Document	33
Breadth of Offering	This Document	33-40
Primary Account Representative	This Document	40
References	This Document	40-42
Pricing Level and Guarantee	This Document	88-94

In this proposal, you'll learn:

How Canvas LMS simplifies course management, communication, and student connection and delivers dynamic, engaging learning experiences. For every student. Everywhere. Every day.

Table of Contents

4.1.2 LETTER OF TRANSMITTAL 2

6.5 APPENDIX E - EVALUATION SUBMISSION FORM. 4

BID SUMMARY (OPTIONAL) 7

GENERAL REQUIREMENTS AND SPECIFICATIONS 8

SPECIFICATIONS 16

4.1.3 FINANCIAL DOCUMENTATION 70

APPENDIX A: INSTRUCTURE ORDER FORM 97

APPENDIX B: TERMS & CONDITIONS DISCLAIMER 104

APPENDIX C: INSTRUCTURE’S MASTER TERMS & CONDITIONS 105



Bid Summary (Optional)

Bid Summary

Instructure, Inc. was incorporated in 2008 and provides innovative, cloud-based learning management platforms for academic institutions and companies worldwide. We built our learning management application to enable our customers to easily develop, deliver, and manage engaging face-to-face and online learning experiences. Our platform combines powerful, elegant and easy-to-use functionality with the reliability, security, scalability and support required by our customers.

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

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

We launched Canvas in February 2011 and have experienced rapid customer adoption in the education market. And today, with more than 1,100 employees, Instructure continues to lead the way in education by investing heavily in research and development. We listen closely to our 6,000 clients and partners to adapt, evolve, and incorporate the newest technological advancements and standards into our Canvas Learning Management System.

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 AWS's certification, which is located online at: <http://aws.amazon.com/compliance>. AWS is certified in ISO 9001.

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 with exception to 3rd Party applications. This agreement only applies to Canvas and other Instructure Software/products.

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 Alabama Community College System.

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 3.6 "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 agrees that the pricing will be firm for ninety (90) days from February 14, 2022.

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 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.

We permit termination by either party for a material breach of any provision of the 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. We do not permit termination for convenience.

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 B "Terms and Conditions Disclaimer." The Disclaimer states that we will negotiate in good faith to provide a mutually satisfactory agreement.

3.11 Governing Law

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 provision 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 B "Terms and Conditions Disclaimer" and to response 3.10, above.

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 if requested by the Alabama Community College System.

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 B "Terms and Conditions Disclaimer."

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.

Please see Appendix B for our "Terms and Conditions Disclaimer".

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:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory-Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence	\$2,000,000
Personal and Advertising Injury Products/Completed Operations	\$2,000,000
General Aggregate	\$2,000,000
	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

Please see the following page for our Certificate of Insurance.

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.

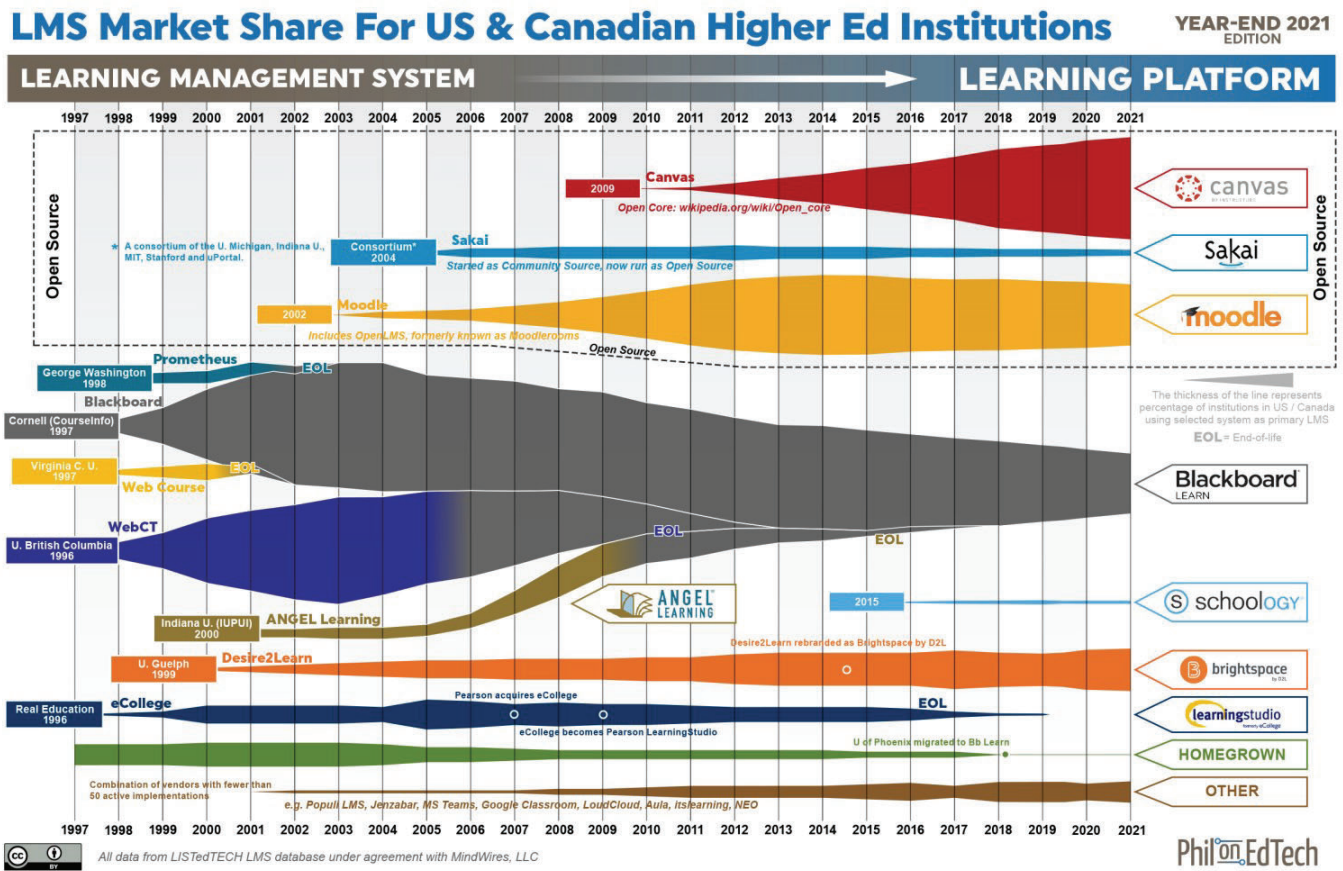
3.22 Product and Services Delivery Overview

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.

Experience you can Count on

We are proposing Canvas, our cloud-hosted, Software-as-a-Service solution that was designed to be a robust and user-friendly learning platform for higher education settings.

Canvas was launched in the US in 2010. In the few years since then, Canvas has become the fastest growing educational LMS in the US Higher Education market. In 2015, it became the second most used LMS by both institutions and by user numbers in the country.



By Fall of 2017, over 80% of all LMS implementations undertaken were Canvas Implementations, including in the Higher Education sector. Canvas is now the market leader in terms of institution count at 31%, with Moodle at 24%, Blackboard at 23%, and D2L Brightspace at 12%. In terms of enrollment for North America higher education, however, Canvas leads at 39%, Blackboard remains in second place at 30%, followed by D2L Brightspace in third at 16%, and Moodle in fourth at 11%.

Canvas is viewed as the premier LMS in the Higher Education market, which includes private and public colleges, research institutions, Ivy League institutions, and many community colleges.

We are proud to serve client institutions that are higher education consortia with more than 65,000 FTE include Online Education Initiative: California Community Colleges (CCC OEI), Maricopa Community College District, Mississippi Community College Board, Utah Education Network (UEN), and Washington State Board for Community and Technical Colleges (SBCTC).

"In the Higher Ed market, Canvas is 'the' product." —Christian Institute on Disability at Joni and Friends

Over 6,000 client institutions representing more than 30 million users in 70 countries use Canvas as their LMS.

February 11, 2022

Open and Experienced in Online Learning

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

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

Delivering Online Courses

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

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

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

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

"We LOVE Canvas. It really is such a HUGE step forward." —Eric Mazur, Balkanski Professor of Physics and Applied Physics at Harvard University

How We Deliver our Service

Canvas is a Software-as-a-Service (SaaS), hosted by the most established and trusted cloud hosting provider in the world: Amazon Web Services. From the launch of Canvas in 2011 as the first cloud-native LMS, Instructure has exclusively provided and supported fully cloud-hosted, SaaS education technology platform. During this time, we have analyzed data and garnered usage trends, whereby allowing us to predict when a usage peak for any given customer is likely to occur.

It is with this data that we leverage AWS' scaling technologies to take scaling to a whole new level to handle sometimes unforeseen cycles of higher volume. Using Predictive Scaling allows us to predict when a usage peak for any given customer is likely to occur. It learns from past patterns and launches instances in advance of predicted demand, giving instances time to warm up and be ready preemptively before a high-demand situation exists rather than in response to one. Additionally, it provides flexible downscaling ensuring that system resources are not removed too quickly when load begins to fall.

Taking this a step further, we also utilize Instructure's own HotTub system. HotTub is a reactive autoscaling mechanism for Canvas that can scale up our application clusters in response to unexpected jumps in user activity up to 20 times faster than Amazon's own autoscaling service. Since we are able to look back to previous days or weeks and predict what resources will be needed ahead of time, our HotTub solution can have a pool of pre-warmed application servers that are ready to be put into service at a moment's notice. Between both these services, Canvas provides unmatched stability and scalability regardless of user load.

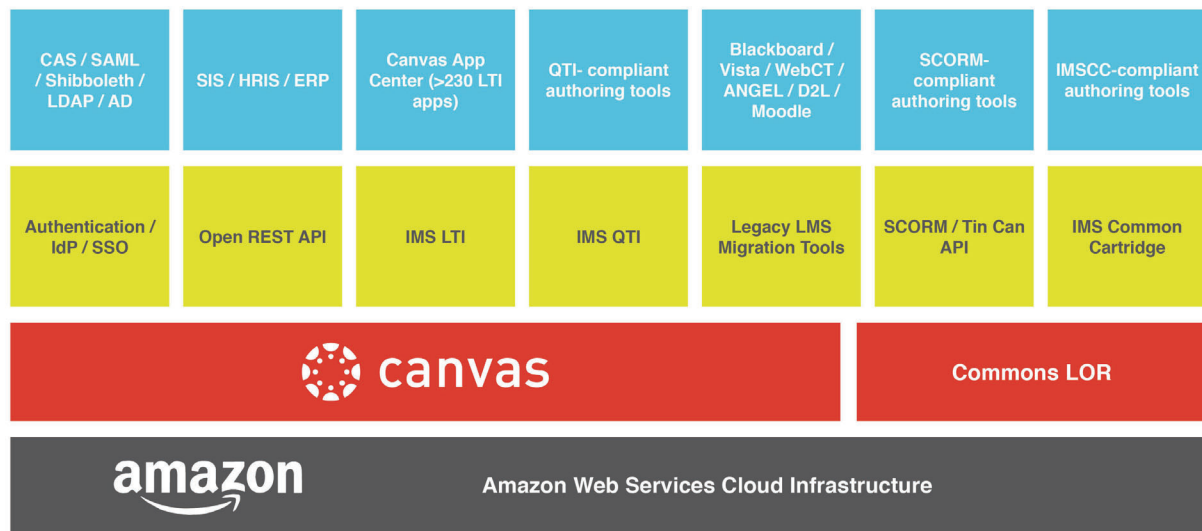
Ultimately, what all this means to Alabama Community College System is that you will have unlimited scalability and over 99.9% annual uptime. Your Colleges won't have to worry about your LMS slowing down during peak quiz-taking hours or failing during exams. Canvas' 100% cloud architecture provides ACCS with these cost and time-saving benefits:

Less downtime, all of the time - especially during exams or when your students are submitting an assignment due to our 99.9% guaranteed annual uptime. Over the past 12 months, we have achieved an uptime average of 99.955%. That figure equates to a yearly downtime of just under 4 hours of downtime a year.

Alabama Community College System never has to buy, set up, or maintain server hardware - our fully hosted solution does that for you

No slowdown when Alabama Community College System has more users. When lots of students and teachers log into the LMS during term time, Canvas automatically adds resources to give everyone the same great experience

Alabama Community College System will never lose data, because Canvas data protection includes real-time replication of data and database



Canvas Learning Platform Components

Support Services

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

The **Basic Support** package is included in your current Canvas LMS subscription fee at no additional cost. Under the Basic Support package, first-tier support is provided by the institution's LMS Administrator and Instructure's Support team provides second- and third-tier Support.

Our optional **24x7 Support** package offers around-the-clock, year-round support to institutions' local LMS administrators.

Additionally, our optional **24/7 + Faculty Tier 1** package offers around-the-clock, year-round support to institutions' faculty and staff.

The optional **Tier 1 Support** package offers around-the-clock, year-round support to administrators and instructors, or administrators, instructors, and students.

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

Canvas Support Options

	Basic (included)	24/7 (additional fee)	24/7 + Faculty Tier 1 (additional fee)	24/7 + Tier 1 (additional fee)
TIER 1 SUPPORT	Institution provides Tier 1 helpdesk for all users	Institution provides Tier 1 helpdesk for all users	Institution provides Tier 1 helpdesk for all users; Canvas provides Tier 1 for faculty and staff.	Canvas provides Tier 1 helpdesk for all users.
CONTACT	<p>Admins can call Canvas Support from 6 a.m. - 6 p.m. Local Time, Local Business Days.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p>	<p>Admins can call Canvas Support 24/7/365.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> <p>Admins can contact Canvas Support directly by phone, live chat, or email/webform.</p>	<p>Admins can call Canvas Support 24/7/365.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> <p>Faculty / staff users can contact Canvas Support directly by phone, live chat, or email / webform.</p>	<p>Admins can call Canvas Support 24/7/365.</p> <p>Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.</p> <p>All users can contact Canvas Support directly by phone, live chat, or email / webform.</p>



	Basic (included)	24/7 (additional fee)	24/7 + Faculty Tier 1 (additional fee)	24/7 + Tier 1 (additional fee)
Targeted Initial Response Time (80% within time shown)	Two business days	Twelve hours	One hour targeted initial response for webform / email tickets; 5-minute targeted initial response for phone & live chat.	One hour targeted initial response for webform / email tickets; 5-minute targeted initial response for phone & live chat.
NUMBER OF ADMINS	One*	Three*	Three*	Three*

* More available at an additional cost per year

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

Canvas Support

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 assigns 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	Supplier will notify admins at affected institutions of the incident or fault and the associated workaround within one business day. 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.	As indicated in first and subsequent responses	Supplier will assign resources to address the incident or fault within two business days. Supplier will develop and deploy a fix within two release cycles.
Level 4	Supplier will respond to tickets submitted about the incident or fault within the first-response SLA associated with the	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,

Severity level	First-response time	Update intervals	Resolution time
	support package a given institution has selected.		<p>availability of resources, and current development priorities.</p> <p>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.</p>

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.

CANVAS SUCCESS MODEL

VISION:

- **Define** the future state
- **Set** success measures
- **Build** awareness through key messages

PLAN:

- **Communication Plan**
 - **Identify** audiences and key messages
- **Training Plan**
 - **Set** timeline
 - **Identify** content and delivery methods
- **User Engagement Plan**
 - **Promote** recognition
 - **Address** resistance

ASSESS:

- **Collect data** to assess the depth of change
- **Engage** in strategic conversations with Canvas
- **Define** next future state
- **Set** new goals for next phase

EXECUTE:

- **Engage** sponsors
- **Execute** the three plans
- **Evaluate** and adjust as needed while executing



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

Customer Satisfaction Statistics

Instructure uses the Net Promotor Score (NPS) and Customer Satisfaction (CSAT) methodology to measure general quality of our product and support services. We have consistently received an Admin NPS score of Great or greater, with CSAT scores averaging 85% which is extremely high as well as comparable to Google and Apple. We provide superior quality and service to our clients because we listen to their feedback, and their feedback is overwhelmingly positive.

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

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.

Training from Instructure

Canvas LMS training leverages a wide variety of modalities so that we can support the varied audiences that will participate in Canvas LMS adoption and usage. Training types include, but are not limited to onsite training, custom webinar training, subscription webinar training and adoption consulting, as described below.

Training included with Implementation

Onsite training is included with Standard and Premium Implementation Packages — or can be purchased a la carte as needed. As part of our Standard and Premium Implementation packages, Instructure will conduct hands-on training during implementation, customized to meet the needs and goals of Alabama Community College System.

Subscription Training

Instructure's online Canvas Training Subscription is included with all three Canvas Implementation Services packages and provides asynchronous training courses online through the Canvas Community.

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 LMS 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 Annual Subscription Training

Our Unlimited Subscription Training package will provide unlimited access to any of Instructure's publicly scheduled classes for all personnel (By contrast, our Basic Subscription Training package only provides access to classes for twenty (20) named personnel). This means that all of your administrators, support faculty, and teachers will have access to online training classes.

Onsite Training

Additional onsite training can be held at Instructure's office or on-site at any location for an additional cost. 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 for an additional cost. You can consult with a Canvas trainer on your unique needs and build the agenda for your custom training together.

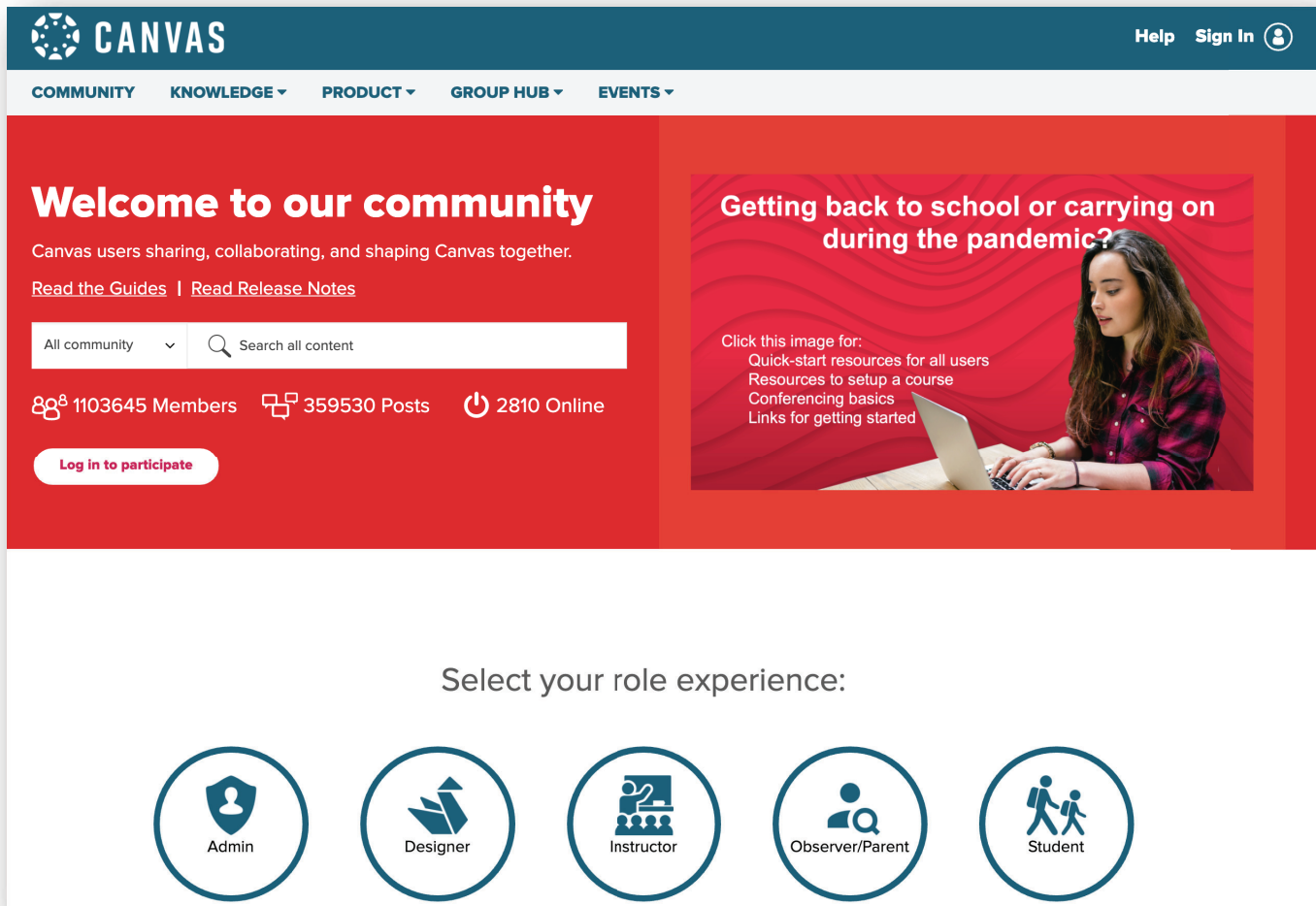
Help Menu Training Services Portal

The Help Menu in Canvas LMS includes a training portal link for admin-, instructor-, and designer-based roles. The training portal contains complimentary self-paced training resources and provides one-click registration for Subscription Training Webinars.

Canvas Community Guides

Our Canvas Community is a free knowledge base resource we provide throughout implementation and beyond, providing you with constant guidance and expertise. With the Community, Alabama Community College System's instructors, administrators, and students will have access to helpful online guides and Canvas training, allowing your instructors and students to constantly develop their understanding of Canvas LMS.

Our Community posts an extensive set of user and technical documentation and includes QuickStart Guides for students and instructors. There are even video guides to help ACCS's users along, should they need them. All of our guides are regularly updated in line with our release cycle, meaning our knowledge base will remain up-to-date and accurate for you and your users.

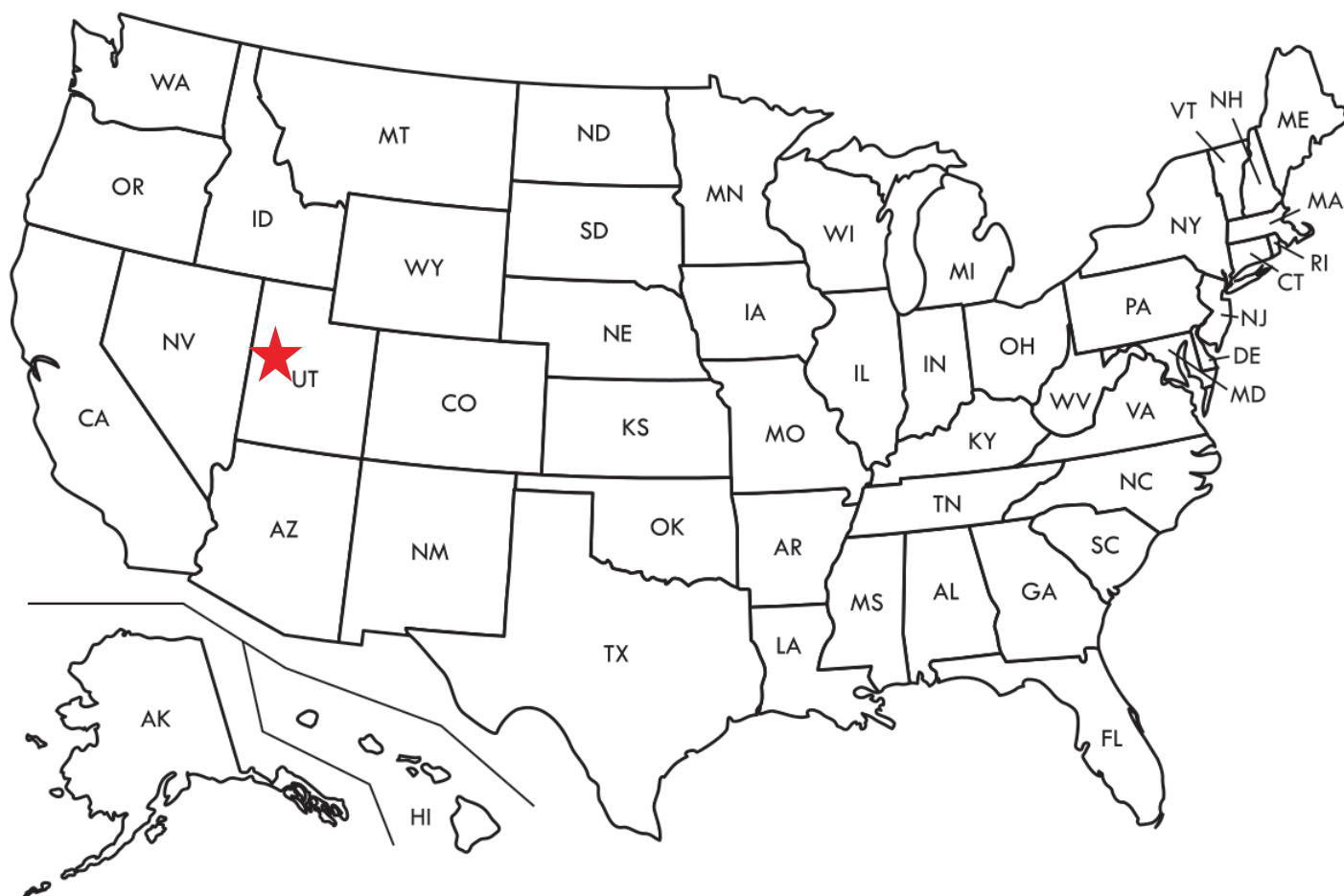


Canvas Community Guides

Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Operating as a SaaS

Our corporate headquarters are located in Salt Lake City. We also have offices in London, Sydney, Hong Kong, Budapest, and Sao Paulo.



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

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:

Instructure Quarterly Usage Report				
September 2022 – December 2022				
Contract #: ACCS22-01				
Institution Name	FTE	Contract Start Date – End Date	Total Contract Value	Quarterly Contract Value
Procuring Entity Name 1	16,000	09/01/2022 – 09/01/2023	\$xxxxx	\$xxxx
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 procurement of its services and software.

3.25 Breadth of Offering

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

- *Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices) Servers*
- *Printers Monitors Storage*
- *Networking Equipment*
- *Audio and Video Conferencing Equipment Multimedia Hardware*
- *VoIP/Unified Communications Solutions Video Surveillance Solutions*
- *Key and Access Control Equipment Software*
- *Professional Services Other*

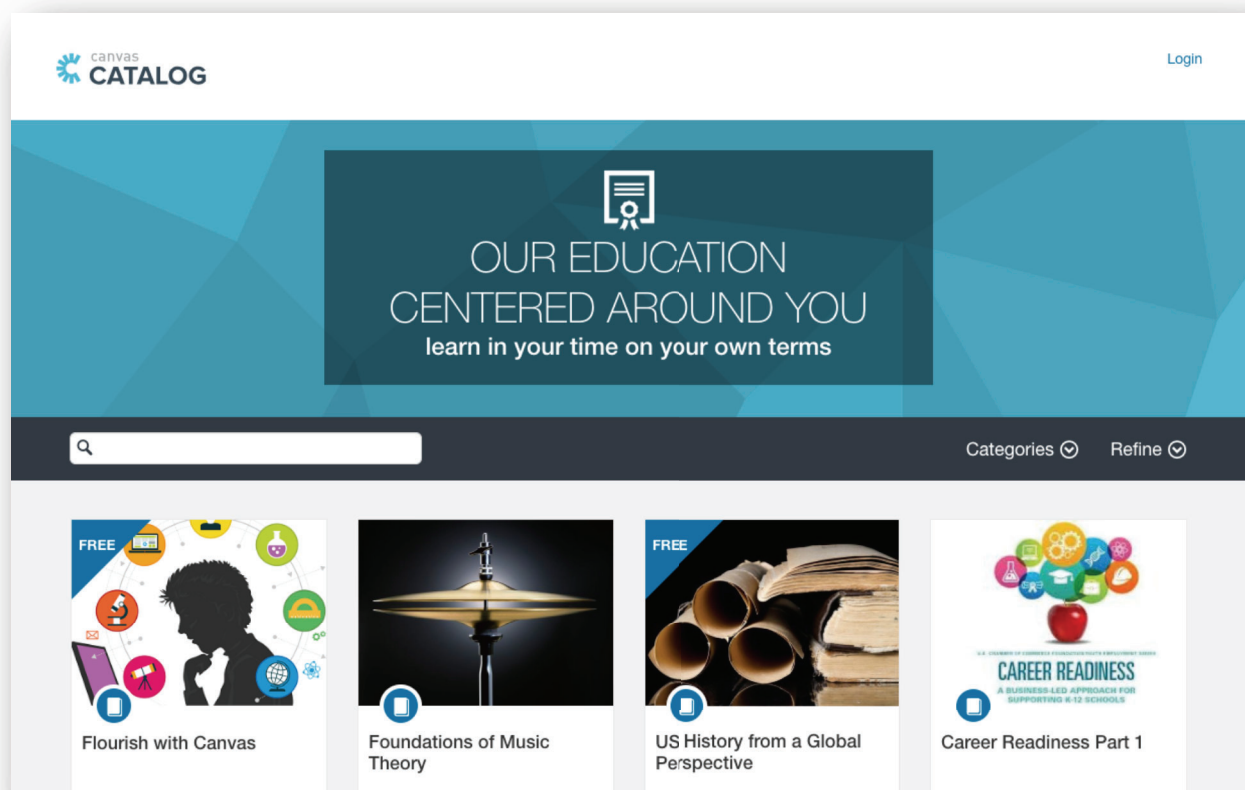
Additional Products

Along with a Canvas LMS subscription, we are excited about the opportunity to share the benefits that other products within our Canvas Suite offer. On the following pages, we have provided information for three additional, optional products within our Canvas suite: our Canvas Catalog service; our Canvas Studio interactive video platform; and Impact by Instructure to help faculty and students adopt educational technology and promote deeper engagement with learning.

Canvas Catalog: Course Catalog, Registration, Enrollment, and Payment Gateway

Canvas Catalog is our course catalog, registration, enrollment, and payment gateway. Catalog is designed to fully integrate with Canvas and will provide Alabama Community College System with the ability to build a beautiful and customizable marketplace or storefront for their courses.

Catalog will make it easy for ACCS to offer self-registration, self-enrollment, and self-payment options while automatically placing learners in their Canvas LMS courses, tracking their progress, and rewarding their completion with the appropriate certificates — all without the need for any administrative busywork along the way.



Benefits of Canvas Catalog include:

An Immediate and Attractive Web Presence: Catalog provides an entirely custom-branded experience to address ACCS's brand, theme, and imaging needs. With full CSS and JavaScript support, Catalog allows organizations to design, label, color, and fully customize their web presence across multiple catalogs while delivering an enticing, attractive, and easy-to-use experience for its users.

Self-Service Registration, Payment, and Certification: Perhaps Catalog's greatest asset is its ability to guide users from enrollment to certification. By linking seamlessly with Canvas LMS, Catalog makes enrolling and payment quick and easy, places users immediately in their selected courses or programs, and awards certificates, including those designed or created by an instructor or institution, automatically upon completion.

An Intuitive Dashboard: Catalog provides users with a clean, organized, and modern dashboard. Upon login, each user will see the courses they've enrolled in, the start and end date of each course, which courses have been completed, and a detailed summary, including a progress bar and the certifications earned, of courses both past and present. Catalog additionally bookmarks progress throughout each course and provides a convenient link for users to immediately begin where they last left off.

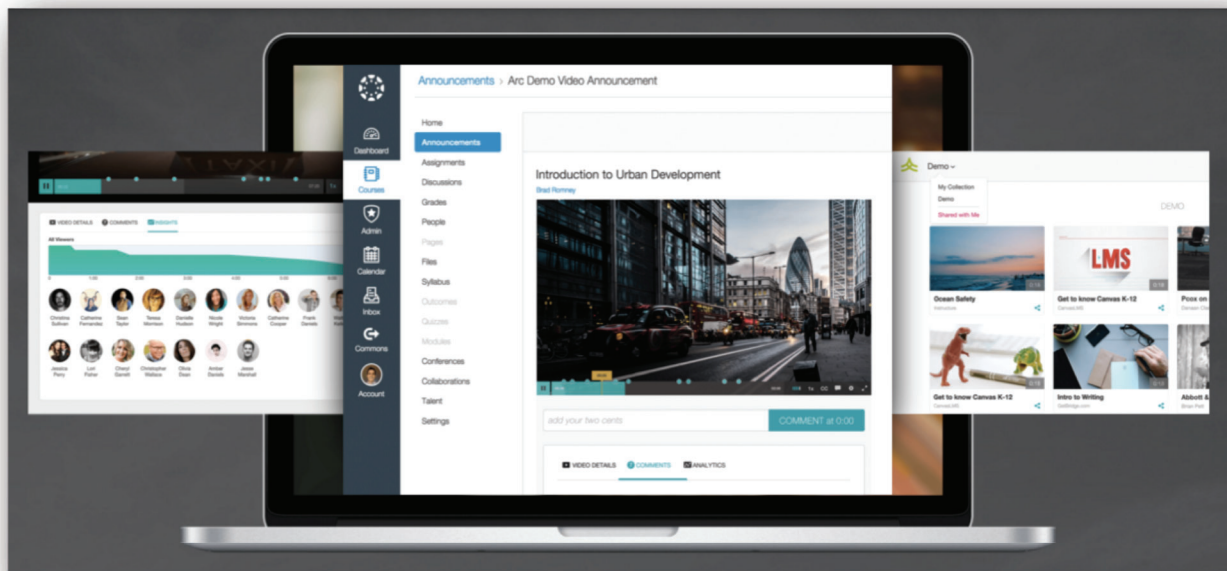
Powerful Reporting Features: Catalog adds to the powerful reporting tools of Canvas LMS by including integrated administrative features for monitoring enrollments, total revenue, discounts applied, and more. By leveraging Canvas LMS deep analytic capabilities and simple role-based permissions, Catalog adds a clean, powerful, and easy-to-use interface that makes tracking and reporting easier than ever.

Convenient Course Bundling: Catalog makes publishing courses easy. Whether it's an individual course, a custom series, or an entire program or path to certification, Catalog provides the flexibility and marketability to meet organization needs. With clear program and certification requirements, easy-to-track progress at both the course and program level, and an organized dashboard to monitor completed courses, Catalog eliminates the confusion involved with enrolling and clarifies the step-by-step process for completing multiple courses throughout a program.

Canvas Studio: An Interactive and Collaborative Video Platform

Alabama Community College System can use Canvas Studio to make their video learning and management experiences more intuitive, interactive, and collaborative. Where video-as-a-learning-tool has typically been one-way and passive, Canvas Studio makes learning an active, collaborative, impactful two-way street.

Canvas Studio will save your institution resources and time by giving your instructors and administrators the ability to manage vast amounts of digital assets in just one interface, while also expanding the capabilities of video with a variety of unique features such as video quizzing, automatic captioning, and video analytics.



Benefits of Canvas Studio include:

Direct Comments on Video Timeline: With Studio, students and instructors can comment directly on the video timeline. This means students can interact with each other and watch the video at the same time, instead of having to pause the video and scroll down to the comments section, as they would on any other video platform. Instructors can also comment directly on the video timeline, giving instructors a way to synchronously connect the video to lesson content, answer student questions, and spark discussion or deeper thought about the video.

Unique Insights with Learning Analytics: In the past, if an instructor posted a video of their course, they would have no idea if their students watched the video, if the students re-watched the video, or where the

students stopped watching. With Studio, instructors can measure viewing trends on each video, easily gauging if a full course or a particular student is struggling. This level of analytics includes: which videos students are watching, how long students are watching, if the students are fast-forwarding, and when students stop watching.

Video Captioning Made Easy: One Canvas Studio's most unique features is its ability to provide automatic captioning of content. We have partnered with Speechmatics, a provider of automatic speech recognition technology, to add captions to Studio video content. Speechmatics' speech-to-text transcription is one of the best in the industry, providing incredibly high levels of accuracy. Not only does our tool provide automatic captioning, but Studio also allows your users to easily review and edit automatically generated captions before publishing to ensure accuracy.

Video Quizzing and Screen Capture: Released in 2018, Canvas Studio now has a video quizzing feature, which will offer educators an innovative way to create engaging and impactful learning experiences through video. Canvas Studio video quizzes include the following question types: True/False, Multiple Choice, and Multiple Answer. In addition, we have developed a new video creation tool for screen capture. With Studio, users can use their built-in webcam or the screen capture tool to record audio, video, and screens via the user's' device.

Seamless User Experience with the Canvas LMS: Studio is tightly integrated with the Canvas Learning Management System, meaning that users can interact with Studio videos from within Canvas LMS, Studio can be accessed directly from their Canvas LMS toolbar. Studio users will never need to remember a separate URL, username, or password to access their video resources.

Impact by Instructure: Promoting Deeper Engagement for Faculty & Students

What is Impact?

Impact by Instructure is an integrated solution that allows districts, schools, and universities to improve the usage of the tools in Canvas LMS among all instructors and students. Impact ensures that they are getting the most value out of Canvas by allowing administrators to target those who need support, right when and where they need it. With this level of differentiated support, teachers will save time and energy on trying to traverse new technologies and be able to invest it into their courses, students, and themselves. Students will be able to engage more deeply, allowing them to focus on the content and not the tech. Impact accomplishes by leveraging four integral components:

Messaging

Messaging allows Alabama Community College System to deliver information to users in locations that are relevant or contextually important. Messaging comes in three forms:

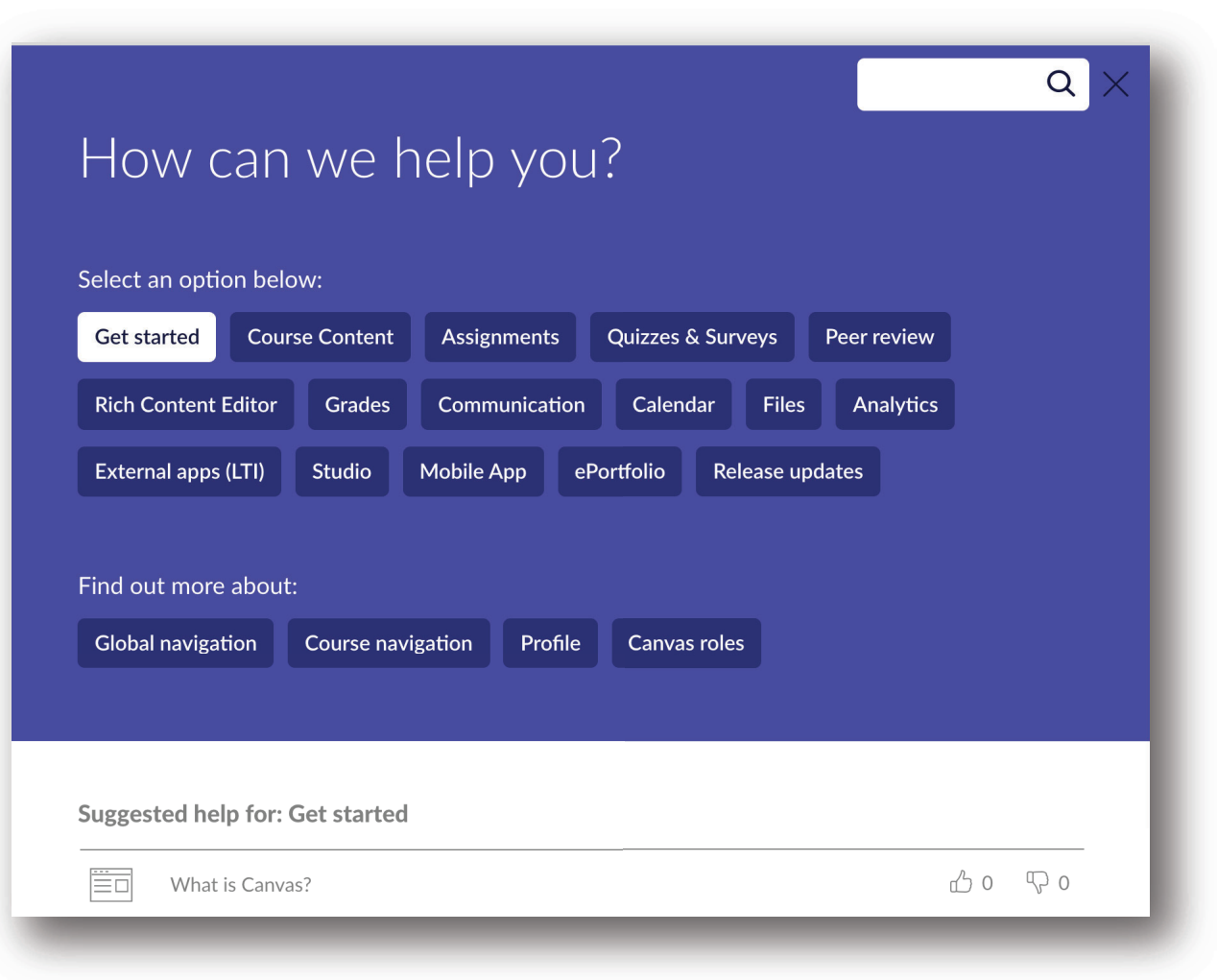
Hint Messages are attached to specific elements on a page.

Pop-Up Messages appear when users land on a relevant page on as the page loads.

Systray Messages are displayed in the bottom-right corner of a page.

Support

The Impact Support solution enables Alabama Community College System to provide 24/7 support to end-users through the Support Center, which can be embedded in learning applications. The Support Center includes a knowledge base, which is pre-populated with articles for select applications and can be supplemented with custom resources. The Support Center can also help users escalate their support questions to the right channel when necessary.



Impact Support Center | Smart support that recognizes where the user is in Canvas and suggests helpful articles based on location

Insights

Insights are the tools that allow Alabama Community College System to gather the rich information that Impact gathers across your Canvas instance. Insights also come in three flavors:

User Activity Reports that give a big-picture view of your university's overall usage and activity.

Tool Usage Reports, where ACCS can dig into data and respond with targeted communication to segments of user groups.

Monitors, which are the basic units for all the data Impact follows within your Canvas instance. This data can be filtered through a variety of criteria for deeper drill-down searches.

Campaigns

Campaigns are a feature that allows Alabama Community College System to bring together some or all of the above tools into one container to encompass a set of data for a specific use case your university wants to address. Instructure includes a number of campaign templates that come with Impact out-of-the-box and allows you to create custom campaigns to aggregate data for your initiatives. Impact by Instructure (formally known as Eesyssoft), allows for general and targeted support mechanisms to be launched within Canvas, including embedded/pop-up tips & how-to guides. Please note: Impact by Instructure is available as an added cost and is not included in this primary quote, but pricing is available in our pricing section.

3.26 Primacy 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: Melissa Loble

Email: mloble@instructure.com

Phone: (949) 923-0508

Fax: 888.213.3894

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.

Reference 1

Washington Community and Technical College

Name: Paul Kreemer

Address: PO Box 42495, Olympia, WA 98504

Email: pkreemer@sbctc.edu

Phone Number: (206) 498-2144

Description of Work: Migrated from Blackboard (Angel) to Canvas

Reference 2

Mississippi Community College Board

Name: Krista LeBrun

Address: 3825 Ridgewood Road, Jackson, Mississippi 39211

Email: klebrun@mccb.edu

Phone Number: (601) 432-6106

Description of Work: Learning Management System

Reference 3

Maricopa Community and Technical College System

Name: Julie Magadan

Address: 2411 West 14th Street, Tempe, Arizona 85281

Email: julie.magadan@phoenixcollege.edu

Phone Number: (480) 731-8000

Description of Work: Learning Management System

Reference 4

Louisiana Community and Technical System

Name: Melissa Lacour

Address: 615 City Park Ave, New Orleans, 70019

Email: melissalacour@lctcs.edu

Phone Number: (504) 671-6219

Description of Work: Learning Management System

Reference 5

Alamo Colleges

Name: Kori Schneider

Address: 201 W. Sheridan, San Antonio, TX 78204

Email: kschneider25@alamo.edu

Phone Number: (210) 485-0346

Description of Work: Learning Management System

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.

Firm Price - Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

Please refer to Instructure's pricing table included in Appendix A.

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.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

As the incumbent provider, we are providing a generic timeline that would apply to any new schools from within the ACCS system who would like to migrate to Canvas. We are also providing a generic timeline for additional Instructure products, should your Colleges opt into those services.

Implementing Canvas

With a subscription to Canvas LMS, Alabama Community College System will receive an innovative, cloud-based learning management platform that can be accessed by any user with an internet connection and a supported web browser.

We will spend as much (or as little) time setting you up and integrating the Canvas LMS platform. Canvas LMS implementation packages provide service options to meet each school's implementation requirements. They range from minimal support and guidance to full project ownership and management by Instructure.

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

Project Team

A Project Consultant (PC) and Customer Success Manager (CSM) will oversee your Canvas implementation. During technical implementation, the PC is your point of contact.

Post-implementation, the CSM remains your Canvas liaison through onboarding and beyond. Technical Consultants (TC) work behind the scenes to help your PC and CSM with complex technical tasks and questions. Additional team members include Canvas trainers, migration specialists, and people from your organization. Below is further information regarding these team members.

CSM

Customer Success Manager

Your Canvas advocate & liaison

Our CSMs are committed to working with you and for you! Your CSM (or CSM team) manages your

- Relationship
- Adoption
- Retention
- Account

PC

Project Consultant

Your Canvas point of contact during implementation

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

TC

Technical Consultant

Behind-the-scenes technical experts

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

Implementation Team Members

Implementation Roles & Responsibilities

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

The Canvas Team

Project Role	Responsibilities
Customer Success Manager (CSM)	<p>Your advocate and primary contact for the life of the account. (CSM service levels will vary based on your contract)</p> <ul style="list-style-type: none">• Ongoing availability• Helps you define and execute an adoption plan for Canvas• Post-implementation contacts for all things Canvas LMS

Project Consultant (PC)

Your main Canvas contact during implementation.

Project Role	Responsibilities
	<ul style="list-style-type: none"> • Provides guidance and best practices to integrate Canvas LMS with your existing processes • Performs SIS integration, authentication, content migration, and account configuration tasks (Standard and Premium only) • Maintains and updates project plan (Standard and Premium only)
Technical Consultant (TC)	<ul style="list-style-type: none"> • Assists the PC with complex implementation tasks. • Advises your CSM and PC regarding technical Canvas LMS functions and features.
Canvas Support	<ul style="list-style-type: none"> • Ongoing availability (based on your support package) • Contact for support-related issues, questions, and bugs
Canvas Trainers	<ul style="list-style-type: none"> • Ongoing availability (based on your training subscription) • Provides training on a wide range of Canvas LMS topics
Migration Specialist	<ul style="list-style-type: none"> • Available for bulk migration, white-glove migration, or other migration package purchases • Provides guidance on importing legacy content into Canvas • Manages resources at Canvas LMS to accommodate your migration timelines

Alabama Community College System's Team

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

Project Role	Responsibilities	Tasks
Project Lead	<ul style="list-style-type: none"> Organizes internal resources for the Canvas LMS implementation Promotes and fine-tunes your organization's vision of Canvas Reports key decisions and project status to internal stakeholders Manages accountability for internal tasks to meet project timelines 	<ul style="list-style-type: none"> Planning, strategy, and coordination Training scheduling Decision-making
IT Administrator	<ul style="list-style-type: none"> Works with project team members to complete technical tasks during and after implementation Grants user permissions and defines system access Owns or facilitates support ticket process for Canvas LMS 	<ul style="list-style-type: none"> Role and permission management Integrations and LTIs Authentication configuration Support definition and configuration
SIS Lead	<ul style="list-style-type: none"> Provisions SIS data into Canvas LMS and export grades out of Canvas LMS into your SIS (if grade passback is available) 	<ul style="list-style-type: none"> SIS integration SIS testing
Authentication (Auth) Lead	<ul style="list-style-type: none"> Works with the PC to test, configure, and deploy external authentication in Canvas LMS. 	<ul style="list-style-type: none"> Authentication configuration and testing

Branding Lead	<ul style="list-style-type: none"> Brands your Canvas LMS instance in accordance with your internal marketing guidelines. 	<ul style="list-style-type: none"> Branding and theming
Content and Migration Lead	<ul style="list-style-type: none"> Works with staff to create content from scratch and/or migrate content from the legacy LMS Develops process for future content migration in Canvas LMS 	<ul style="list-style-type: none"> Content migration Content validation
Adoption Lead	<ul style="list-style-type: none"> Creates and executes an Adoption Plan Creates ongoing excitement in your organization for Canvas LMS Disseminates information on Canvas training and measures ongoing training participation 	<ul style="list-style-type: none"> Adoption planning and execution Professional development Rollout preparation
LMS Admin	<ul style="list-style-type: none"> Day-to-day management of Canvas Works with Canvas support to resolve issues Communicates with CSM 	<ul style="list-style-type: none"> Term rollover preparation

Implementation Project Plan

Phase Focus, Milestones, and Deliverables

Initiation Phase

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

Focus

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

Milestones

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Welcome	Make introductions and set implementation expectations.	Project Lead	<ul style="list-style-type: none">• CSM• Sales (optional)

Deliverables

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

Planning Phase

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

Focus

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

Milestones

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Kickoff Email (Essential)	We grant you access to your course and provide detailed information about what to expect in the next 6 weeks.	N/A	Project Consultant
Onboarding Scoping Call (Standard and Premium)	We have a dedicated phone call to explore your implementation requirements and explain how we will execute your implementation project.	<ul style="list-style-type: none">• Project Lead• Auth Lead• SIS Lead	<ul style="list-style-type: none">• Project Consultant• CSM



Deliverables

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

Execution Phase

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

Focus

- Completing all tasks in the self-guided Canvas course or on the project plan to meet your timeline.

Milestones

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Weekly Webinar (Essential)	A scheduled or recorded online instruction session which focuses on the topic and tasks in the self-guided Canvas course for the given week.	Varies by topic	<ul style="list-style-type: none">• Project Consultant• CSM

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Weekly Status Call (Standard and Premium)	Gather the project team to review implementation progress and ensure everything is on-track for a timely launch.	Project Lead	<ul style="list-style-type: none"> Project Consultant CSM
Status Update Email (Standard and Premium)	Provided by the PC, this gives the project team insight into the overall progress and health of the project.	N/A	Project Consultant
"Deep Dive" Calls (Standard and Premium)	These optional discussions delve into implementation topics that require extra time to fully explore.	Varies by topic	<ul style="list-style-type: none"> Project Consultant Varies by topic

Deliverables

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

Completion Phase

At this point, your interactions with the Project Consultant come to an end. You'll continue your long-term relationship with your Customer Success Manager (CSM). CSM service levels will vary based on your contract.

Focus

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

Milestones

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Implementation Closing	Your implementation is officially done!	Project Lead	<ul style="list-style-type: none">• Project Consultant• CSM

Deliverables

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

Onboarding Phase

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

Focus

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

Milestones

Milestone	Objective	Participants from Your Team	Participants from Canvas Team
Self-Guided Onboarding (Essential)	A 5-week course leads you through best practices and strategies to ensure you have the change management tools, system integrations, and training you need to make your Canvas LMS launch smooth and successful.	<ul style="list-style-type: none">• Project Lead• IT Lead• Adoption Lead• LMS Admin	CSM or CSM team
Best Practice Knowledge Share (Standard and Premium)	Share product best practices to build on the foundational knowledge established by our training materials.	Varies by topic	CSM

Milestone	Objective	Participants from your Team	Participants from Canvas Team
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Year/Term Rollover Prep (Standard and Premium)	We'll discuss how you can prepare for your first year/term rollover in advance.	<ul style="list-style-type: none"> • Project Lead • LMS Admin • SIS Lead 	CSM
Executive Business Review (EBR) (Standard and Premium)	Review your vision and goals and assess adoption and usage data to ensure your long-term success with Canvas LMS.	<ul style="list-style-type: none"> • Project Lead • IT Lead • Adoption Lead • LMS Admin 	CSM

Deliverables

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

Implementation Timeline

Project Tasks, Assignments, and Duration

Action Item	Responsible Party	Est. Days
Initiation Phase		
Kickoff / planning call	Instructure & Your Organization	1
Define project teams	Instructure & Your Organization	2
Canvas Instance Creation (Production, Test, Beta)	Instructure	1 (each instance, subject to Canvas release calendar)
Account Admin Creation	Instructure & Your Organization	1
Planning Phase		
<i>All implementations</i>		
Define short- and long-term goals	Instructure & Your Organization	1
<i>Essential implementations</i>		
Grant access to course to individuals designated by customer	Instructure	1
Schedule weekly webinars	Instructure	1

Action Item	Responsible Party	Est. Days
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Standard and Premium implementations

Create custom project plan	Instructure	2
Manage custom project plan for technical implementation	Instructure	Varies
Schedule weekly status calls	Instructure	-

Execution Phase

All implementations

Setup roles and permissions	Your Organization	2
Configure accounts and subaccounts	Instructure & Your Organization	2
Review Canvas CSV format (manual CSV)	Instructure & Your Organization	2
Configure and Test SIS Imports (manual CSV)	Your Organization in consultation with Instructure	6
Create, test, and deploy SIS Integration scripts	Your Organization in consultation with Instructure	20
Configure and test external authentication	Your Organization in consultation with Instructure	4

Action Item	Responsible Party	Est. Days
Provision test authentication users	Your Organization	2
Import legacy content into Canvas	Your Organization (Standard) Instructure (Standard and Premium with bulk migration or optional Migration Services)	Varies
Validate imported course content	Your Organization in consultation with Instructure	20
Create branding in the Theme Editor	Your Organization in consultation with Instructure	2

Standard and Premium implementations

Create and distribute project status updates	Instructure	N/A
Schedule “deep dive” calls as needed	Instructure & Your Organization	Varies
Define content migration strategy	Instructure & Your Organization	1
Export legacy content for content migration	Your Organization	10
Custom CSS/JS creation	Your Organization in consultation with Instructure	2

Action Item	Responsible Party	Est. Days
Onboarding Phase		
Schedule Canvas training (subscription)	Instructure & Your Organization	Varies
Determine support structure	Instructure & Your Organization	1
Define support admins	Your Organization	1
Configure help desk account	Instructure	-
Provide customer account for help desk	Instructure	-
Configure Tier 1 Support and knowledgebase	Instructure & Your Organization (Tier 1 Support package only)	5
Optional Configuration and Tasks		
Canvas Data Setup	Instructure	-
Commons LOR Setup	Instructure	-
Support Channel Setup	Instructure & Your Organization	-
Optional Integrations (may incur additional fees)		
Additional SIS integration	Instructure & Your Organization	-

Action Item	Responsible Party	Est. Days
Course content providers	Instructure & Your Organization	-
Media provider	Instructure & Your Organization	-
Additional authentication	Instructure & Your Organization	-
3rd party tools	Instructure & Your Organization	-
Plagiarism checker	Instructure & Your Organization	-
Quiz/testing tools	Instructure & Your Organization	-
Conferencing tool	Instructure & Your Organization	-
Clicker solution	Instructure & Your Organization	-

Implementing Canvas Studio

Canvas Studio empowers students to collaborate with each other and to interact directly within content. Students and teachers can share, comment, and give feedback within the video timeline. The cost of implementing Canvas Studio is \$2,500 USD. This implementation includes:

- Creation of the College System's Canvas Studio Instance at the preferred level (root or subaccount/s)
- Integration with Canvas
- Migration of up to 5,000 videos
- Up to 2 hours of remote training

Implementing Canvas Catalog

We understand that a successful implementation is critical. Catalog Implementation takes approximately 9 weeks.

Catalog Implementation Deliverables:

- You will be assigned a dedicated Implementation Consultant who will spend 15-hour total with you on the project.
- 1 hour of remote Catalog Admin Training
- Site Branding
- Basic HTML/CSS Coaching, Basic Branding (logo, color, carousel)
- Catalog Instance Setup
- Custom URL
- Certificate Authoring Template (up to 3 revisions)
- Configuration of a supported payment gateway, if desired and available. If another payment gateway is requested, a separate Professional Services engagement is required. (Optional)
- UI Configuration for one (1) Catalog account
- CSS/JavaScript Templates for Additional Sub-Accounts
- Static FAQ and Informational Pages Setup

Catalog Implementation Notes:

Application of the Alabama Community College System-specific branding (consisting of a logo, color scheme, and feature image/text), to one (1) Canvas Catalog account. Provide a standard authoring template for publishing course completion certificates (client may customize as needed). Project Consultant to take an active project management role by providing a customized project plan, assigning resources to tasks, identifying the critical path, and scheduling regular project check-in calls with client staff. One Custom URL for the institution's Canvas Catalog domain. If needed, the establishment of a trust relationship between the institution's existing Canvas instance and the additional Canvas instance implemented under Canvas Catalog to grant users access between instances without requiring additional login information. Authentication will utilize authentication providers configured in Canvas. Any additional authentication support, including building or hosting discovery pages will require a separate Professional Services engagement.

Implementing Impact by Instructure

Similar to implementing Canvas, schools who opt into our Impact by Instructure service will receive a dedicated Canvas CSM and Impact CSM/expert. The average time to complete Impact implementation is about 6 weeks and will cover the following steps:

1. Kick off Meeting
2. Technical Integration
3. Initial Data Consultation
4. Use Case Definition Session
5. Use Case Development Workshop
6. Use Case Development
7. Go Live Session
8. Implementation Review
9. Transition to Impact CSM

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.

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 cloud 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*

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

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

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.

Instructure has provided a Terms and Conditions Disclaimer in Appendix B. The Disclaimer states that we will negotiate in good faith to provide a mutually satisfactory agreement. In addition, please see our response in Section 3.1 – 3.21 and Appendix C "Instructure's Master 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

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 B “Terms and Conditions Disclaimer” and Appendix C “Instructure’s Master 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 B “Terms and Conditions Disclaimer” and Appendix C “Instructure’s Master Terms and Conditions.”

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 our response in Section 3.1 – 3.21 and Appendix B “Terms and Conditions Disclaimer” and Appendix C “Instructure’s Master 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 our response in Section 3.1 – 3.21 and Appendix B “Terms and Conditions Disclaimer” and Appendix C “Instructure’s Master 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 C “Instructure’s Master Terms and Conditions.”

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 C "Instructure's Master 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 B "Terms and Conditions Disclaimer" and Appendix C "Instructure's Master 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.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011- 535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Instructure agrees to complete a Vendor Disclosure Statement. Please see section "4.1.3 Financial Documentation" for our completed Vendor Disclosure Statement.

4.1.3 Financial Documentation

Each response must be accompanied with the following documentation:

- 1. State of Alabama Disclosure Statement (Notarized)*
- 2. Certificate of Compliance*
- 3. Immigration Status Form*
- 4. Current W-9*
- 5. E-Verify Memorandum of Understanding with Articles (13 Pages)*

Please see the following pages for these completed forms:

1. State of Alabama Disclosure Statement (Notarized)
2. Certificate of Compliance
3. Immigration Status Form
4. Current W-9
5. E-Verify Memorandum of Understanding with Articles (13 Pages)

Appendix A: Instructure Order Form

Please see the following for our Services Order Form (pricing).



Services Order Form

Order #: Q-248568-1
Date: 2022-02-08
Offer Valid Through: 2024-06-30

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

Order Form For Alabama Community College System

Address: 135 South Union Street
City: Montgomery
State/Province: Alabama
Zip/Postal Code: 36130-2130
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Ben Rosebrock
Email: brosebrock@cacc.edu
Phone: +1 256 234 6346

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	FTE	26,008	USD 11.90	USD 309,495.20
24x7 Support	2022-07-01	2023-06-30	20% of Subscription (Minimums Apply)	1	USD 61,899.04	USD 61,899.04
Tier 1 Support	2022-07-01	2023-06-30	FTE	26,008	USD 3.50	USD 91,028.00
Studio Cloud Subscription	2022-07-01	2023-06-30	FTE	26,008	USD 2.87	USD 74,642.96
Catalog Cloud Subscription	2022-07-01	2023-06-30	Per Each	1	USD 12,000.00	USD 12,000.00
Wildcard Sub-Catalog Vanity URL	2022-07-01	2023-06-30	Per Year	1	USD 875.00	USD 875.00
Additional Sub-Catalog Vanity URL	2022-07-01	2023-06-30	Per Year	1	USD 350.00	USD 350.00
Impact Cloud Subscription	2022-07-01	2023-06-30	FTE	26,008	USD 2.25	USD 58,518.00
Pathways and Program Assessment Bundle	2022-07-01	2023-06-30	User	26,008	USD 5.28	USD 137,322.24

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 746,130.44
Impact Standard Implementation			Per Implementation	1	USD 3,900.00	USD 3,900.00
Course Migration			Per Course	1,000	USD 1,000.00	USD 1,000.00
K16 Course Migration - First 1,000 Courses			Per Course	1,000	USD 65.00	USD 65,000.00
K16 Course Migration - Additional Courses			Per Course	1,000	USD 25.00	USD 25,000.00
Non-Recurring Sub-Total						USD 94,900.00
Year 1 Total						USD 841,030.44

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-07-01	2024-06-30	FTE	26,008	USD 12.43	USD 323,279.44
24x7 Support	2023-07-01	2024-06-30	20% of Subscription (Minimums Apply)	1	USD 64,655.89	USD 64,655.89
Tier 1 Support	2023-07-01	2024-06-30	FTE	26,008	USD 3.50	USD 91,028.00
Studio Cloud Subscription	2023-07-01	2024-06-30	FTE	26,008	USD 2.99	USD 77,763.92
Catalog Cloud Subscription	2023-07-01	2024-06-30	Per Each	1	USD 12,000.00	USD 12,000.00
Wildcard Sub-Catalog Vanity URL	2023-07-01	2024-06-30	Per Year	1	USD 875.00	USD 875.00
Additional Sub-Catalog Vanity URL	2023-07-01	2024-06-30	Per Year	1	USD 350.00	USD 350.00
Impact Cloud Subscription	2023-07-01	2024-06-30	FTE	26,008	USD 2.32	USD 60,338.56
Pathways and Program Assessment Bundle	2023-07-01	2024-06-30	User	26,008	USD 5.50	USD 143,044.00
Recurring Sub-Total						USD 773,334.81
Year 2 Total						USD 773,334.81

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2024-07-01	2025-06-30	FTE	26,008	USD 12.97	USD 337,323.76
24x7 Support	2024-07-01	2025-06-30	20% of Subscription (Minimums Apply)	1	USD 67,464.75	USD 67,464.75
Tier 1 Support	2024-07-01	2025-06-30	FTE	26,008	USD 3.50	USD 91,028.00
Studio Cloud Subscription	2024-07-01	2025-06-30	FTE	26,008	USD 3.12	USD 81,144.96
Catalog Cloud Subscription	2024-07-01	2025-06-30	Per Each	1	USD 12,000.00	USD 12,000.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
Wildcard Sub-Catalog Vanity URL	2024-07-01	2025-06-30	Per Year	1	USD 875.00	USD 875.00
Additional Sub-Catalog Vanity URL	2024-07-01	2025-06-30	Per Year	1	USD 350.00	USD 350.00
Impact Cloud Subscription	2024-07-01	2025-06-30	FTE	26,008	USD 2.39	USD 62,159.12
Pathways and Program Assessment Bundle	2024-07-01	2025-06-30	User	26,008	USD 5.72	USD 148,765.76
Recurring Sub-Total						USD 801,111.35
Year 3 Total						USD 801,111.35

Year 4						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2025-07-01	2026-06-30	FTE	26,008	USD 13.54	USD 352,148.32
24x7 Support	2025-07-01	2026-06-30	20% of Subscription (Minimums Apply)	1	USD 70,429.66	USD 70,429.66
Tier 1 Support	2025-07-01	2026-06-30	FTE	26,008	USD 3.50	USD 91,028.00
Studio Cloud Subscription	2025-07-01	2026-06-30	FTE	26,008	USD 3.25	USD 84,526.00
Catalog Cloud Subscription	2025-07-01	2026-06-30	Per Each	1	USD 12,000.00	USD 12,000.00
Wildcard Sub-Catalog Vanity URL	2025-07-01	2026-06-30	Per Year	1	USD 875.00	USD 875.00
Additional Sub-Catalog Vanity URL	2025-07-01	2026-06-30	Per Year	1	USD 350.00	USD 350.00
Impact Cloud Subscription	2025-07-01	2026-06-30	FTE	26,008	USD 2.46	USD 63,979.68
Pathways and Program Assessment Bundle	2025-07-01	2026-06-30	User	26,008	USD 5.94	USD 154,487.52
Recurring Sub-Total						USD 829,824.18
Year 4 Total						USD 829,824.18
Grand Total:						USD 3,245,300.78

Package Information
<p>Included in your Portfolium Bundle:</p> <p>Canvas Outcomes Assessment Subscription</p> <p>Canvas Pathways Subscription</p>

Deliverable	Description	Expiration
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A

Deliverable	Description	Expiration
Tier 1 Support	Tier 1 Support per user (minimums apply)	N/A
Catalog Cloud Subscription	Annual Catalog subscription for Higher Education clients	N/A
Impact Implementation	Customer's SaaS environment (Production & Beta) set up, configuration, and adjusting look and feel of support dashboard to match the style of Customer's Canvas environment. The Implementation will be limited to configuration in one(1) instance of the customer's delegated learning platform. Implementing Impact tools for future changes of the learning platform or additional instances will result in additional service fees. In these circumstances, it is the customer's responsibility to verify the compatibility of Impact tools with the new learning platform.	12 Months
Impact Online Consulting	Impact consultants will provide Customer's Impact users with online consultation on how to use Impact for a maximum of five (5) expert users per consultation. Consultations will be divided into the following sessions: one(1) session of one(1) hour for use case definition one (1) session of two (2) hours for use case development workshop and one (1) hour for use case review and go-live. The consultant will spend up to six (6) hours developing a campaign and configuring the system to align to identified use case. Customer will receive access to the online 'ImpactAcademy' where training videos and instructions are available.	12 Months
Course Migration	Migration of courses (minimum of 1,000 courses) from currently supported formats. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 Package, D2L, Moodle 1.9/2.x/3.x .zip/.mbz file, eCollege, native Canvas format.	12 Months
K16 Course Migration - First 1,000 Courses	Price per course migration for up to 1,000 (minimum 250) courses migrated via K16 Migration. Migration project delivery and management will be handled by K16. Migration services expire 12 months from purchase and are non-refundable. No refunds will be given if fewer than contracted courses are migrated. Course migrations from Blackboard, Blackboard Ultra, Moodle, D2L, Sakai, for all versions are included.	12 Months
K16 Course Migration - Additional Courses	Price per course migration after first 1,000 courses migrated via K16 Migration. Migration project delivery and management will be handled by K16. Migration services expire 12 months from purchase and are non-refundable. No refunds will be given if fewer than contracted courses are migrated. Course migrations from Blackboard, Blackboard Ultra, Moodle, D2L, Sakai, for all versions are included.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

FTE: FTE Metric is measured by the unduplicated 12-month full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Studio Cloud Subscription	1 GB/subscription per FTE of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.
Impact Cloud Subscription	1 GB/subscription per FTE of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

Product	Description
Pathways	<ul style="list-style-type: none"> - Ability to create/issue badges (adhering to Open Badge Standard) upon completion of assessment, event, milestone; manually or automatically upon specific score threshold - Automatic direct-deposit of digital badges to the Students' ePortfolio and synced to the supporting artifact/evidence - Ability to create digital pathway with multiple milestones and requirements - Ability to enroll and/or invite Students to engage in the digital pathway - Ability to engage with Students at various points along their digital pathway - Ability to view and export report of the Students enrolled in digital pathway, along with their performance and progress along the pathway - Ability to view and export report of issued badges/earners linked to the program/course/assignment, rubric and evidence of mastery
Program Assessment	<ul style="list-style-type: none"> - Ability to launch Portfolium from inside the LMS via LTI - Ability to create, edit and manage rubrics and learning outcomes per assignment, course, department/program and institution - Ability to assign and assess individual assignments - Ability to archive and export assignment and assessment data - Ability to view rubric alongside individual assignment for assessment (single-screen scoring) - Visibility into and ability to export report of the skills and competencies of Students - Visibility into and ability to export report of the learning outcomes tied to specific, customizable rubrics with links to individual assessments and artifacts/evidence - Visibility into and ability to export report of individual user and cohort reports

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

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

Alabama Community College System

Signature:	
Name:	
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

Appendix B: Terms & Conditions

Disclaimer

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

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

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.

Appendix C: Instructure's Master Terms & Conditions

These terms and conditions apply to the provision of the products or services identified on the Order Form 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, along with any addendums identified on the Order Form, form the "**Agreement**." Instructure and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties**."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.
2. **Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Instructure API Policy available at

3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the “AUP”). Customer agrees to reasonably assist Instructure in connection with a User’s adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User’s account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer’s sole and exclusive remedy for Instructure’s breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR

THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUTURE IN THIS SECTION 5.

6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.
8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by

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

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

related thereto.

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

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

17. Indemnification.

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

Agreement or the AUP.

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

18. **General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to

the maximum extent permitted by law. Instructure may amend, revise or update these Master Terms and Conditions at any time. Such amendment, revision or update shall be effective upon 30 days' notice to Customer by any means reasonable to give Customer actual or constructive notice, including by posting such terms on Instructure's website. In the event Customer does not agree with any amendment, revision or update, Customer shall give Instructure notice within 30 days of receiving actual or constructive notice from Instructure and Customer and Instructure shall negotiate in good faith to come to an agreement solely with respect to such amendment, revision or update. In the event Customer does not give notice to Instructure, Customer's continued use of the Service after the 30-day notice period shall indicate Customer's agreement with any such amendment, revision or update. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).



INSTRUCTURE

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