



# Services Order Form

Order #: Q-286443-4  
 Date: 2023-01-31  
 Offer Valid Through: 2023-06-15

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

## Order Form For Perris Union High School District

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Address: 155 E 4th Street  
 City: Perris  
 State/Province: California  
 Zip/Postal Code: 92570  
 Country: United States

### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

### Billing Contact

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

### Primary Contact

Name: Joseph Williams  
 Email: joseph.williams@puhsd.org  
 Phone: +1 951 943 6369 ext. 80261

### Billing Frequency Term:

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

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2023-07-01	2024-06-30	User	13,000	USD 3.66	USD 47,580.00
24x7 Tier 1 Support (Faculty Only)	2023-07-01	2024-06-30	30% of Subscription (Minimums Apply)	1	USD 14,274.00	USD 14,274.00
Canvas Studio Cloud Subscription	2023-07-01	2024-06-30	User	13,000	USD 1.14	USD 14,820.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2023-07-01	2024-06-30	Per Each	13,000	USD 5,576.90	USD 5,576.90
Recurring Sub-Total						USD 82,250.90
Year 1 Total						USD 82,250.90

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	13,000	USD 3.85	USD 50,050.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Tier 1 Support (Faculty Only)	2024-07-01	2025-06-30	30% of Subscription (Minimums Apply)	1	USD 15,015.00	USD 15,015.00
Canvas Studio Cloud Subscription	2024-07-01	2025-06-30	User	13,000	USD 1.20	USD 15,600.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2024-07-01	2025-06-30	Per Each	13,000	USD 5,855.75	USD 5,855.75
Recurring Sub-Total						USD 86,520.75
Year 2 Total						USD 86,520.75

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	User	13,000	USD 4.03	USD 52,390.00
24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	30% of Subscription (Minimums Apply)	1	USD 15,717.00	USD 15,717.00
Canvas Studio Cloud Subscription	2025-07-01	2026-06-30	User	13,000	USD 1.25	USD 16,250.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2025-07-01	2026-06-30	Per Each	13,000	USD 6,148.53	USD 6,148.53
Recurring Sub-Total						USD 90,505.53
Year 3 Total						USD 90,505.53

Year 4

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	User	13,000	USD 4.23	USD 54,990.00
24x7 Tier 1 Support (Faculty Only)	2026-07-01	2027-06-30	30% of Subscription (Minimums Apply)	1	USD 16,497.00	USD 16,497.00
Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	User	13,000	USD 1.32	USD 17,160.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2026-07-01	2027-06-30	Per Each	13,000	USD 6,455.96	USD 6,455.96
Recurring Sub-Total						USD 95,102.96
Year 4 Total						USD 95,102.96

Year 5

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2027-07-01	2028-06-30	User	13,000	USD 4.44	USD 57,720.00

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Tier 1 Support (Faculty Only)	2027-07-01	2028-06-30	30% of Subscription (Minimums Apply)	1	USD 17,316.00	USD 17,316.00
Canvas Studio Cloud Subscription	2027-07-01	2028-06-30	User	13,000	USD 1.38	USD 17,940.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2027-07-01	2028-06-30	Per Each	13,000	USD 6,778.76	USD 6,778.76
Recurring Sub-Total						USD 99,754.76
Year 5 Total						USD 99,754.76
<b>Grand Total:</b>						USD 454,134.90

Deliverable	Description	Expiration
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal.	

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:**

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

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

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

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

**Miscellaneous:** Instructure’s support terms are available as follows:  
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

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

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

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.

This Order Form and the attached Purchase Agreement are being entered into between Instructure and Customer pursuant to the award of RFP No. 18/19-03 with Education Technology Joint Powers Authority and resulting Master Agreement between it and Instructure.

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

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

**Perris Union High School District**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**ED TECH JPA PURCHASE AGREEMENT:  
RFP No. 18/19-03 Learning Management Solution Platform**

This Purchase Agreement (this "PA"), is made as of the date of the last signature below (the "Effective Date"), by and between the **Perris Union High School District** ("PARTICIPANT" or "Customer") and Instructure, Inc. and its Affiliates ("VENDOR" or "Instructure").

**BACKGROUND**

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On March 11, 2019 ED TECH JPA issued a Request for Proposal for Learning Management Solution Platform (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for the proprietary Canvas Learning Management Solution Platforms provided by VENDOR and made available through a URL in a hosted environment, together with any related products and services available from VENDOR (referred to as the "Products" or "Services", as applicable) and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor. .

C. A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

**AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

**1. PARTICIPATION IN MASTER AGREEMENT**

The terms of this PA include all attached exhibits, including the applicable Order Form (collectively, the “Agreement”), which constitute the entire contractual documents governing Vendor’s relationship with Participant and any additions to Products listed on this PA shall be promptly executed through an amendment to this PA and the MA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Attachment B and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement and the accompanying Order Form, with the VENDOR for the applicable Product. VENDOR further acknowledges and agrees (d) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. The parties' Implementation Plan are attached hereto as Attachment B and the applicable Order Form shall be substantially in the form of the template attached hereto as Attachment A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

## **2. COMPLIANCE WITH APPLICABLE LAW**

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR’s business, the Services or Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; or (ii) is listed on any U.S. government list of prohibited or restricted parties. Instructure will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

## **3. DATA PRIVACY**

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached as Attachment D.

## **4. PERMITS/LICENSES**

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

## **5. INSURANCE**

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in Attachment E.

## **6. EQUIPMENT ADDITIONS/DELETIONS**

VENDOR may add or delete product introduced or removed from the market under the following conditions:

- A) Deleted Product has been discontinued and is no longer available to the general public;
- B) Added Product is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
- D) VENDOR receives an executed Amendment to the Master Agreement;
- E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- F) VENDOR receives an executed Amendment to the Purchase Agreement.

## **7. INVOICING FOR SERVICES**

The RFP Number and Participant's Name shall appear on Vendor's Order Form, each purchase order and invoices for all purchases placed under this Purchase Agreement. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant. As consideration for the subscription to the Service, Customer shall pay all fees and the applicable Administrative Fee imposed by the Ed Tech JPA ("Fees") set forth in the Order Form. The applicable Administrative Fee shall be the one in effect at the time of invoicing. All Fees are billed in advance on an annual basis and are due and payable from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement, provided that Instructure shall be responsible for taxes in its net income derived from 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.

## **8. CONTRACT MANAGEMENT**

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
  - Name: Matt Carlson
  - Attn: Matt Carlson
  - Address: 6330 South 3000 East, #700, Salt Lake City UT 84121
  - Email: Mcarlson@instructure.com

Phone: 816-225-3544

- A. The primary Participant contract manager for this Purchase Agreement shall be as follows:

**Name:**

**Attn:**

**Address:**

**Email:**

**Phone:**

- B. The primary Ed Tech JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, CA 92604  
[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)  
949-936-5022

- C. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

## **9. INDEMNIFICATION**

9.1 VENDOR will defend, indemnify and hold harmless PARTICIPANT and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the Services, (B) modifications to or combinations of the Services in combination with any other products, services, or technology provided by a third party, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; or (D) the Customer Content. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT the prepaid and unused portion of the License Fees.

9.2 By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents



from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim alleging (i) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT (ii) an allegation that the Customer Content or content from any User infringes or misappropriates the intellectual property rights of that third party; or (iii) use of the Service by Customer (or any User) in violation of this Agreement.

#### **10. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, each party will be responsible for its own attorneys' fees in addition to any other relief to which the party may be entitled.

#### **11. SEVERABILITY**

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

#### **12. ASSIGNMENT.**

#### **13. The obligations of either party pursuant to this PA shall not be assigned by the other party without prior written consent of non-assigning party,**

In the event that either party defaults in its obligations under this Purchase Agreement, and if such default is not cured within 30 days after notice of the default from the non-breaching party, then the non-breaching party may pursue any available remedies against the other party, including but not limited to termination of this Purchase Agreement.

#### **14. GOVERNING LAW AND VENUE**

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

#### **15. NOTICES**

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice. With respect to Vendor, all legal notices shall be sent to Instructure, Inc., Attn: Legal Department, 6330 South 3000 East, Salt Lake City, UT 84121. 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. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt.

#### **16. COUNTERPARTS**

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument

that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

**17. AUTHORIZED SIGNATURE**

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**18. TERM & TERMINATION**

The initial term of this PA is reflect in the attached Order Form for the purchase of the Product(s) (the "Term"), substantially in the form attached hereto as Attachment A. Any renewal term shall be reflected with the addition of one or more additional Order Forms that shall each be governed by the terms of this PA. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Purchase 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, for a period of three (3) months following expiration or termination, Customer may export the Customer Content by using the export feature within the Service. Subject to such three (3) month period and VENDOR's legal obligations, VENDOR has no obligation to maintain or provide any Customer Content after the termination or expiration of this Agreement.

Termination of Contract Due to Appropriation. Performance by Customer under this order may be dependent upon appropriation and allotment of funds by the state legislature and/or allocation of funds by local government (together known as "Appropriation Body"). Customer warrants that this appropriation and allotment of funds is beyond the control of Customer. If the Appropriation Body fails to appropriate or allot the necessary funds, then Customer will issue written notice to Vendor within 30 days of its intent to terminate this order. No refunds shall be made for any pre-paid fees.

**19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 7, 9-11, 13-15, 18, 26-29, 31, and any other section that by its nature survives termination or expiration, covering Fees, limitation of liability, confidentiality, propriety rights, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

**20. EXHIBITS**

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

**21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Vendor's Proposal or the RFP, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. 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. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) The Text of this Agreement (unless expressly superseded by an addendum executed by both parties); (2) any exhibit, schedule, or addendum to this Agreement in the following order:

1. Attachment A (Order Form)
2. Attachment 1 (Terms and Conditions)
3. Attachment B (Implementation Plan)
4. Attachment C (Features and Functions Baseline doc)
5. Attachment D (CSDPA)
6. AUP (as referenced in Section 23 below)
7. Attachment E (Insurance Doc)
8. Attachment F (Contractual Documents from RFP)

**22. Participant Restrictions.** Participant 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) 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 Vendor's policies or proprietary markings displayed within the Service; or (e) use the Service or any of Vendor's data, systems, networks, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation and merely for illustrative purpose, using in excess of any defined limits or parameters, accessing or using Vendor data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of an Vendor system or network, circumventing any Vendor security or authentication measures, monitoring Vendor data or traffic, interfering with any Vendor services, collecting or using from the Service any personal information, such as email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using the Service to distribute software or tools that gather

information, distribute advertisements, or engage in conduct that may result in retaliation against Vendor or its data, systems, or networks. Use and access to the Application Program Interface (“API”) will be subject to the Vendor API Policy available at <https://www.instructure.com/policies/api-policy>.

**23. Participant Responsibilities.** Participant shall have sole responsibility for Participant Content (defined below) and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided by Vendor within the Service and available at (the “AUP”), and Participant agrees to reasonably assist Vendor in connection with a User’s adherence to the AUP. As between Customer and Participant, the terms of this Purchase Agreement shall supersede any conflicting terms in the AUP. Participant further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set and identified by Vendor; (b) obtain from Users any consents necessary under this Agreement or to allow Vendor to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Vendor promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.

**24. Vendor Responsibilities.** Vendor shall: (a) deploy all updates and upgrades to the Service to Participant that Vendor provides to its customers generally for no additional charge; and (b) provide support (“Support”) pursuant to the terms described on the Order Form.

**25. Representations and Warranties.** Vendor warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then-current documentation. As Participant's sole and exclusive remedy for Vendor’s breach of the warranties set forth in this Section 25: (i) Vendor shall correct the non-conforming Service at no additional charge to Participant; or (ii) in the event Vendor is unable to correct such deficiencies after good-faith efforts, Vendor shall refund Participant amounts paid that are attributable to the defective Service from the date Vendor received such notice. To receive warranty remedies, Participant must promptly report deficiencies in writing to Vendor, but no later than thirty (30) days after the deficiency is identified by Participant. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 25 AND TO THE MAXIMUM EXTENT OF THE LAW, VENDOR 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, VENDOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, OR ERROR-FREE, NOR DOES VENDOR WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE. 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 VENDOR IN THIS SECTION 25.

**26. Limitation of Liability.** EXCEPT FOR CLAIMS ARISING FROM A DATA SECURITY BREACH, 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 9 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 PARTICIPANT UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. PARTICIPANT ACKNOWLEDGES THAT VENDOR IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

**27. THIRD PARTY SERVICES.** THIRD PARTY SOFTWARE, SERVICES OR CONTENT ACCESSED AND INTEGRATED WITH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THIRD-PARTY SOFTWARE SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE AND CUSTOMER'S USE OF THIRD-PARTY SERVICES IS GOVERNED SOLELY BY THE APPLICABLE TERMS AND CONDITIONS.

**28. Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, the Receiving Party (defined below) 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 (defined below) 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 disclosed by either party or its Affiliates (in such capacity the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**"), whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. Confidential Information shall include all 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. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Vendor. 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 use of or access to 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, or court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure so that the Disclosing Party may seek a protective order or other 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. Vendor will also comply with all court orders or subpoenas involving requests for such information. “**Affiliate**” with respect to a party means any entity that directly, or indirectly through one or more intermediaries controls, is controlled by or is under common control with such party.

**29. Proprietary Rights.** As between Participant and Vendor, the Vendor Intellectual Property is, and shall at all times remain, the sole and exclusive property of Vendor. Participant shall have no right to use, copy, distribute, or create derivative works of the Vendor Intellectual Property except as expressly provided herein. Vendor shall have the right, in its sole discretion, to modify the Vendor Intellectual Property. “**Vendor Intellectual Property**” means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Vendor and/or its licensors that are delivered, provided, or used by Vendor in the course of providing the Service; and (d) all other intellectual property owned by Vendor and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as and any underlying source code and object code related thereto.

**30. Suspension of Service.** Vendor may suspend a User’s access to the Service for a violation of Section 23 of this Agreement, any applicable law, or third-party rights and may suspend the offending User’s access to the Service to the extent and for the duration necessary to address any such violation. Vendor will use commercially reasonable efforts to provide notice to Participant in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Vendor. Participant agrees that Vendor will not be liable to Participant or a User if Vendor exercises its suspension rights as permitted by this Section 30.

**31. 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. If Vendor 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. Vendor is performing this Agreement as an independent contractor to Participant. Participant agrees to allow Vendor 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 Participant’s trademark guidelines and policies.

**IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.**

**Perris Union High School District**

**Instructure, Inc.**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment 1**  
**Terms and Conditions**

1. **Rules and Implementation Process.** Vendors will be required to provide purchasers with the software Services on the Start Date or as soon as possible thereafter. Participants will work directly with Vendor to receive the software Services.
  - (a) **Project Timeline.** Vendor shall deliver the software Services to Participating Associate Member according to the implementation plan identified by the parties pursuant to Attachment B above.
  - (b) **Site Access and Work Hours.** If Vendor requires access to any school site, access to each site will be coordinated through the Participating Associate Member project representative a minimum of five (5) work days in advance. The parties will coordinate to reach a mutually agreed upon site access plan prior to the Vendor arriving onsite.
  - (c) **Rules.** The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with Participating Associate Members during the entire period for which they are on site at Participating Associate Members premise. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job:
    - 1) Participating Associate Member is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the Participating Associate Member grounds.
    - 2) Vendor agrees to abide by all applicable City laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the City.
    - 3) Anyone not directly involved in the scope of work shall not be on the job site, or Participating Associate Member property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct involvement with the Vendor.
    - 4) No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.
    - 5) No pets are allowed on Participating Associate Member property.
    - 6) Fraternalization or other contact with students is strictly forbidden.
    - 7) Any Vendor working on a site where students are present when Participating Associate Member has determined that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils shall warrant that each such employees have undergone appropriate background checks in accordance with applicable state law and Participating Associate Member Board policy. Vendor must agree to abide by all Participating Association Member reasonable policies to enforce the safety of students.



- 8) Upon written request, Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Attachment E).
- 9) Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.
- 10) Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes reasonable replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as a direct result of Vendor's employees.
- 11) Participating Associate Member has a Zero Tolerance Policy that will be enforced towards Negative or Questionable Conduct or behavior.
- 12) Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- 13) Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- 14) "Cruising" or "Loitering" on Participating Associate Member property or job site is not permitted at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participating Associate Members' property.
- 15) Vendor or its employees or associates are not allowed to be in any area of the Participating Associate Members' property that has not been specifically authorized by Participating Associate Member or its designee without an official and designated escort.
- 16) Vendor will reposition all furniture and equipment that it moves as required to provide its Services. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: reasonable care is to be taken in all cases where dealing with Participating Associate Member equipment. Any damage is at the Vendor's expense.
- 17) Vendor shall maintain the project area in the reasonable state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

Vendor, when required by law and at the request of Participating Associate Member, shall pay prevailing wages.

Each Associate Member of Ed Tech JPA may have additional Rules during Vendor's presence on Associate Member's premises, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member while it is on the applicable member's premises that contracts with it.

**2. PUBLIC RECORDS ACT.** Vendor acknowledges that Associate Member may be subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Associate Member's use and disclosure of its records are governed by this Act. Associate Member will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act.

**3. PERMITS AND LICENSING/FINGERPRINTING.** VENDOR and all of the VENDOR's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements. VENDOR agrees that all employees or agents who may be on Participating Associate Member's premises shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participating Associate Member applicable policies intended to ensure that no contractor employees or employees of subcontractors who may come in contact with Participating Associate Member pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c).

**4. COVENANT AGAINST GRATUITIES.** VENDOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of ED TECH JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

ED TECH JPA shall have the right to terminate this Agreement in the event of material and uncured breach in accordance with the termination provisions in this agreement. The rights and remedies of it's the Participating Associate Member provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the this Purchase Agreement.

**5. INCORPORATION OF REQUIRED FORMS.** The following elements of Vendor's RFP Proposal are attached hereto and hereby incorporated by this reference:

1. Noncollusion Declaration
2. Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
3. Certification on Restrictions on Lobbying
4. Worker's Compensation Certificate
5. Drug-Free workplace
6. Tobacco Use Policy
7. Criminal Records Check Certification by Vendor

The above documents are intended to supplement the terms of this MA and in the event of a conflict between this MA and the forms identified above, the MA shall prevail.

**6. Service.** Subject to the terms of this Agreement, Vendor will provide the Service described in the Order Form. All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Vendor. "**Service**" means the proprietary software as a service offering(s) provided by Vendor and made available through a URL in a hosted environment, together with any other related products and services to be provided by Vendor as described in the Order Form. "**User**" means an individual who is authorized by the Participant to use the Service and Participant has paid for such use.

**7. Service Standard.** Vendor will use commercially reasonable efforts to make the Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Vendor does not meet the Service Commitment, Participant will be eligible to receive

a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Participant has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Participant's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Vendor. Any service credit shall be calculated using solely the Fees paid and attributable to the Service. Participant's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Vendor to provide a credit as provided in this Section 7; provided that Participant notifies Vendor in writing of such claim within thirty (30) days of becoming eligible for such claim.

**8. Data.** As between Vendor and Participant, 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 ("**Participant Content**") remain the sole property of Participant. Vendor may use the Participant Content solely to provide and improve the Service in accordance with this Agreement or Participant's instructions. As between the parties, Vendor owns the aggregated and statistical data generated or related to the provision, operation, or use of the Service, including measurement and usage statistics, configurations, survey responses, and performance results (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Vendor from utilizing the Aggregated Data, provided that Vendor's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Participant.

**Attachment A**

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## **Attachment B**

### **Implementation Plan**

Each Ed Tech JPA member district executing a new contract with Instructure will be assigned a dedicated team to ensure long-term success. Implementations are comprised of regularly scheduled and highly-structured activities and engagements to ensure member districts progress toward effectively using our applications to impact teaching and learning. Instructure agrees to follow the Pre-Purchase Implementation Plan described below for new customers within two weeks of receiving notification our products or services have been purchased.

#### **Pre-Purchase Implementation Plan:**

- (1) Initial one-hour demonstration and needs assessment designed to align on key learning and institution objectives.
- (2) Order Form to be provided to participant upon Vendor's receipt of estimate user counts.

## Attachment C

### CANVAS SOFTWARE BASELINE FEATURES AND FUNCTIONS

# Canvas

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

Feature	Description
Accessibility	Instrucutre’s Voluntary Product Accessibility Template, or VPAT, enables administrators and decision-makers to evaluate Canvas' conformance with the accessibility standards under Section 508 of the Rehabilitation Act and the Act WCAG 2.0 AA Standards.
Analytics	Monitors student engagement, predicts success, and tracks students’ learning outcomes and progress by pedagogical goals and desired outcomes
Announcements	Delivered automatically to the course activity stream of all users based on their notification preferences
Assignments	Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more
Browser-enabled	Compatible with Apple Safari 4+, Google Chrome, Microsoft Internet Explorer 8+, and Mozilla Firefox 3.5+
Calendar	Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications and support for iCalendar standard integrations
Chat	Synchronous text, video, and audio chat
Collaborations	Enable users to collaborate on projects using shared Canvas work spaces and tools such as Google Drive
Conferences	Integrated, synchronous webinars / video conferencing, whiteboard, and live chat

Feature	Description
Discussions	Provide asynchronous (and near-synchronous) threaded public discussions, subject posting, and replies, which can be graded
ePortfolios	Students can create an unlimited number of public or private ePortfolios to display and reflect on notable coursework
FERPA and COPPA compliant	Complies with U.S. federal law regarding Family Educational Rights Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) and gives schools the tools they need to maintain compliance.
Files repository	Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality
Gradebook	Automatically generated and updated based on course assignments and assessments which are linked with the gradebook and the integrated feedback features
Grades	Assignments and Quizzes can be scored by points, percentages, letter grades, and complete/incomplete
Integrations	Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services
Learning outcomes	Learning outcomes can be aligned to rubrics for institution-wide initiatives such as academic standards and accreditation
Mobile access	Free native mobile apps for Apple iOS and Android.
Modules	Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence with support for selective release
Pages	Create flexible, customizable course pages with wiki functionality using the Rich Content Editor

Feature	Description
Parent Co-Enrollment	Enables parents to keep informed of class activities, school communications, and their child's classwork and learning progress
People	Includes the course roster and contact information for students, instructors, and TAs
Professional Learning	Create opportunities for teachers to learn online and support institution-wide resource sharing
Quizzes	Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types. Canvas supports IMS QTI and Respondus integrations.
Reports	Can be tailored to show learning outcomes and rubrics that cover multiple courses, departments, or the entire institution
Rich Content Editor	WYSIWYG and HTML editor used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and URL links
Rubrics	Created from sets of instructor-defined criteria to provide a structured, consistent, and prescriptive framework for assessment
Settings	Instructors can select course start and end dates, preferred language, grading scheme, copyright attribution, public or private visibility, as well as cross-list sections, add users, reorder course navigation, and configure external tools
SpeedGrader™	Enables instructors to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks
State standards	Enables schools to align course objectives to Common Core/State Standards to meet reporting requirements
Syllabus	Course calendar changes automatically update the course syllabus generated automatically by defined coursework



Feature	Description
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User profile	Includes optional user photo, Canvas users can add a bio, website links, and choose which registered services users can see. If the student is a member of a course or a group then their profile page is available to other members of the group., time zone, contact methods, registered web services, and other options
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**Attachment D**  
CSDPA  
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## ATTACHMENT E INSURANCE

**During the term of the Agreement, Vendor shall maintain the following coverage:**

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.
4. **Errors and Omissions and Cyber insurance**, with limits not less than \$1,000,000 per occurrence, covering errors, omissions, network security failure or privacy breach arising from performance of this Agreement. Any such policy written on a claims-made basis must be maintained for a minimum of one (1) years after termination of this Agreement.

No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

All policies required above shall be written on an occurrence basis, with carriers maintaining an A.M. Best rating of A-VII or better. Upon written request, Instructure shall provide Customer with a Certificate of Insurance as evidence of such coverage.

**Attachment F**  
**CONTRACTUAL DOCUMENTS FROM RFP**  
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