

# INSTRUCTURE

## Services Order Form

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

Order #: Q-36899-3  
Date: 7/7/2017

### Customer Information

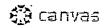
Customer:	University of North Texas	Billing Contact:	
Contact:		Billing Phone:	
Phone:		Billing Email:	
Email:			
Address:	1155 Union Circle #310889		
City:	Denton	P.O. Required?	
State/Province:	Texas	P.O. Number:	
Zip/Postal Code:	76203-5017		
Country:	United States	State Sales Tax Exempt?	

Recurring							
Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	9/1/2017	8/31/2018	31,038	USD 0.00	USD 0
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2017	8/31/2018	1	USD 0.00	USD 0
Year 1 Sub-Total							USD 0
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	9/1/2018	8/31/2019	31,038	USD 6.83	USD 211,990
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2018	8/31/2019	1	USD 42,398.00	USD 42,398
Year 2 Sub-Total							USD 254,388
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	9/1/2019	8/31/2020	31,038	USD 10.56	USD 327,761
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2019	8/31/2020	1	USD 65,552.00	USD 65,552
Year 3 Sub-Total							USD 393,313
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	9/1/2020	8/31/2021	31,038	USD 10.88	USD 337,693
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2020	8/31/2021	1	USD 67,539.00	USD 67,539
Year 4 Sub-Total							USD 405,232

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	9/1/2021	8/31/2022	31,038	USD 11.21	USD 347,936
24x7 Support	20% of Subscription (Min \$2500)	Support	9/1/2021	8/31/2022	1	USD 69,587.00	USD 69,587
Year 5 Sub-Total							USD 417,523
Total							USD 1,470,456

Non-Recurring							
Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 6,500.00	USD 6,500
Year 1 Sub-Total							USD 6,500
Total							USD 6,500

<b>Grand Total:</b>	<b>USD 1,476,956.00</b>
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Canvas
<b>Deliverables</b>
<p>Access to unlimited instructor-led online training for up to 20 named users from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription</p> <p>As needed, your implementation will include the following:</p> <p>Expertise and best practices on any SIS Import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.</p> <p>Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>

Canvas FTE
<b>Description</b>
FTE means the number of full-time equivalent students calculated in accordance with the definition published by the Integrated Postsecondary Education Data System.

Canvas FTE Data Storage
Description
500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

**Duration:** Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

**Miscellaneous:** In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:  
Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>  
Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than **9/30/2017**.

**Notes**

**Payment Terms:** Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

Addendum attached hereto and incorporated herein for all purposes.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

University of North Texas

Signature:	[Redacted]
Name:	[Redacted]
Title:	[Redacted]
Date:	7/29/17

Instructure, Inc.

DocuSigned by:	[Redacted]
Signature:	[Redacted]
Name:	[Redacted]
Title:	[Redacted]
Date:	7/31/2017

**STANDARD ADDENDUM TO AGREEMENT**

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** In accordance with Chapter 2251 of the Texas Government Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or delivery of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims Against UNT.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

**Travel Expenses.** Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Insurance.** UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

**Public Information.** UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Limitations.** UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Instructure, Inc.  
By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Date: 7/31/2017

UNIVERSITY OF NORTH TEXAS  
By: [Redacted]  
Date: 7/29/17

## Instructure Terms and Conditions

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

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. “**Service(s)**” means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. “**User**” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Customer Restrictions and Responsibilities.** Customer is solely responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by the terms and conditions of Customer’s standard network usage agreement, and Customer agrees to reasonably enforce such terms and conditions against such User. Customer further agrees to: (a) maintain the confidentiality and security of passwords, (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and (d) notify Instructure promptly of any such unauthorized access or use of which it learns. Customer shall not (and shall not permit Users to): (i) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the Application Program Interface (“**API**”) to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (ii) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or (iii) remove or modify any proprietary markings or restrictive legends in the Service.
- 3. Instructure Responsibilities.** Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support (“**Support**”) pursuant to the then-current standard terms of Instructure’s customer support as specified in the Order Form.
- 4. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees (“**Fees**”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.
- 5. Service Standard.** Instructure will use commercially reasonable efforts to make the Service available with an annual uptime percentage of at least 99.9% (“**Service Commitment**”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer’s sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within 30 days after Customer becomes eligible for such credit.

**6. Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 6, (i) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, 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 THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

**7. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

**8. Data.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("**Customer Content**"). Instructure may use the Customer Content solely to provide and improve the Services in accordance with this Agreement or Customer's instructions. As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, survey responses, and reports processed in the Service, and the performance results for the Service (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.

**9. Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 15, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT INSTRUMENT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

**10. Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential or proprietary information, data or know-how disclosed by either party (in such capacity, the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**"), whether disclosed in writing, orally, electronically or by another means. 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 "know-how" and all other information, documents and materials that are delivered or otherwise disclosed by one party to the other, whether oral, written, visual or in some form, and whether or not identified as confidential. Confidential Information also includes (i)

all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data and other materials, in whatever form, whether prepared by the Receiving Party or the Receiving Party's representatives, which contain or are generated from the Confidential Information and (ii) the terms of this Agreement. Confidential Information shall not include information that: (a) is or becomes a matter of public knowledge through no fault of the Receiving Party; (b) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is identified by the Disclosing Party in writing as no longer confidential and proprietary.

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

**12. Feedback.** Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements. Such feedback will be stored in anonymous and aggregate form, and may be freely used by Instructure for any business purpose both during and after the Term.

**13. Term and Termination.** The term of this Agreement is specified in the Order Form ("Term") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 13. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

**14. Suspension of Service.** Instructure may monitor the Service for a violation of this Agreement or any applicable law or third party rights and may suspend access to the Service and remove applicable Customer Content to the extent and for the duration of any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension to the extent practical under the circumstances. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 14.

**15. Indemnification.** Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's misuse of the Service; or (c) Customer's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure's obligation to indemnify hereunder, terminate the Agreement with no liability to Customer along with the return of the unused portion of any prepaid fees. To the extent permitted by the Constitution and the laws of the State of Texas, Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party regarding: (a) an allegation that the Customer Content infringes



or misappropriates the intellectual property rights of that third party; or (b) use of the Service by Customer (or any User) in violation of this Agreement. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. To the extent permitted by the Constitution and the laws of the State of Texas, the Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**16. General.** Any notice by a party under this Agreement shall be in writing and either personally delivered or sent via email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 16. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of ~~Delaware~~ Texas without regard to principles of conflict of laws. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 16, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure shall not use Customer's to use its name or logo and non-competitive use details in both text and pictures in its various marketing communications and materials without the prior review, approval and express permission of Customer, of which shall not be unreasonably withheld. Upon Customer granting permission, Instructure shall comply in accordance with Customer's trademark guidelines and policies. Neither party will use the name, any trademark or logo of the other party without the prior written consent of the other party in any advertising promotions, publicity or commercial materials. Upon obtaining written consent, each party shall comply with the other party's trademark guidelines and policies. Notwithstanding the foregoing, as a publicly traded company, Instructure may disclose the relationship between Instructure and Customer in its public filings and disclosures. Instructure will notify Customer of such disclosure in advance. Any terms that by their nature survive termination or expiration of this Agreement, will survive (including, but not limited to, Sections 9, 10, 11, 15 and 16).

Transparency Report - February 2017

PO No.	Vendor Name	PO Date	Category of Service Purchased	Justification for Procurement Method
0000190205	City of Denton	2/3/2017	Aesthetic Enhancements	Procurement from another Govt body
0000135045	John Hopkins University	2/20/2017	Purchased Contracted Services	Subaward
0000191121	Western Illinois University	2/21/2017	Purchased Contracted Services	Subaward
0000190957	AtCor Medical Inc.	2/21/2017	SphygmoCor Excel Device	Single Source/Proprietary
0000135010	Huntington Medical Research Institute	2/17/2017	Purchased Contracted Services	Subaward