





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

## Order Form

Order: Q-384249-3

Date: 2025-04-04

Order Valid Through: 2025-07-18

### Order Form for Broken Arrow Public Schools

#### Bill to Information

**Entity Name:** Broken Arrow Public Schools

**Address:** 701 S. Main Street

**City:** BROKEN ARROW

**State/Province:** Oklahoma

**Zip/Postal Code:** 74012

**Country:** United States

#### Billing Contact

**Name:**

**Email:**

**Phone:**

#### Ship to Information

**Entity Name:** Broken Arrow Public Schools

**Address:** 701 S. Main Street

**City:** BROKEN ARROW

**State/Province:** Oklahoma

**Zip/Postal Code:** 74012

**Country:** United States

#### Shipping Contact

**Name:** Brandon Chitty

**Email:** blchitty@baschools.org

**Phone:** +1 918 313 8099

#### Billing Information

**Billing Frequency:** Annually Upfront Upon Start Date

**Billing Frequency Term:** Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

**Payment Terms:** Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	19,500	USD 148,200.00	USD 148,200.00
S2	Custom Development - Recurring (SOW Required)	2025-07-01	2026-06-30	Recurring	Per Each	1	USD 15,049.00	USD 15,049.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 163,249.00	USD 0.00	USD 163,249.00
<b>Total</b>	<b>USD 163,249.00</b>	<b>USD 0.00</b>	<b>USD 163,249.00</b>

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	19,500.00

#### Quote Special Terms

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.

**User Clause:** 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.

**User Typical Use Clause:** 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.

**Payment Terms - Renewal Order Form:** 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.

**Non-Recurring Expiration:** Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

#### **Terms and Conditions**

**Governing Terms:** This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>

**Data Processing Addendum:** The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

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

**Product Supplement Terms:** Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

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):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

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

**Broken Arrow Public Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

Signature:  \_\_\_\_\_

Name: Austin Holden

Title: Sr Manager, Deal Desk

Date: 04/04/2025