

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSTRUCTURE, INC.
(hereinafter referred to as "INSTRUCTURE"),
having its principal place of business at
6330 South 3000 West East, Suite 700, Salt Lake City, Utah 84121

WHEREAS, SBBC and INSTRUCTURE entered into an Agreement that commenced on June 15, 2016 and concludes on June 30, 2021 (hereafter "Agreement"); and

WHEREAS, the Agreement is to provide a Learning Management System and dedicated personnel; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

a) Within **Exhibit A**, the description paragraph just below the section entitled “Strategic Customer Success Manager” on page 27 of 65 of the Agreement shall be replaced, by interlineation, with the following:

The Strategic Customer Success Manager (SCSM) is the counterpart to the Customer Project Manager and will be dedicated 100% onsite to the Customer for the first three (3) years of the contract at charge specified in the “Fees and Billing” section. The SCSM is expected to work 40 hours a week. During years 4-5, the SCSM will transition to remote resource, at 25% dedicated time for no cost.

b) Within **Exhibit A**, in the Fees and Billing section, under the table entitled “Year Costs 7/1/2018—6/30/2019 on page 34 of 65 of the Agreement, the entire line item entitled “Resource 1” shall be replaced, by interlineation, with the following line item:

Description	Total Cost
Resource 1: Strategic Customer Success Manager	\$195,000/includes travel

e) The following provision shall be added to section 2.20, entitled **Fees**, of the Agreement, by interlineation, as follows:

2.20.2 Costs of “Services” for year 3, year 4, and year 5 Notwithstanding any other provision in this Agreement, subsequent to both parties signing the Second Amendment and Instructure’s receipt of an appropriate purchase order, during year 3, year 4, and year 5 of this Agreement, Instructure shall invoice SBBC fifty percent (50%) of the respective year’s (year 3, year 4, and year 5) full year costs on June 1 of each year, and the remaining balance will be invoiced on December 1 of each year. All fees will be due from SBBC within thirty (30) days the date of a proper and appropriate invoice.

f) **Exhibit I** (Assignment LTI Launch Points - Statement of Work) shall be added to the Agreement, to allow SBBC to engage INSTRUCTURE to enhance the Canvas learning management system to include additional functionality for teachers, referenced as the Assignment Learning Tools Interoperability (LTI) Launch Points. Fees and Billing will occur as outlined according to the milestones assigned in **Exhibit I**.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

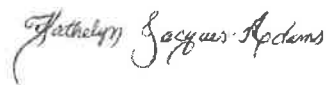
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Instructure, Inc. - Second
Amendment
Date: 2018.05.25 14:31:28 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR INSTRUMENT:

(Corporate Seal)

Instructure, Inc.

ATTEST:

By Matthieu Searle
Mat Searle, Director, Finance Operations

_____, Secretary

-or-
Kristy J. [Signature]
Witness
[Signature]
Witness

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29 day of May, 2018 by Matthieu Searle of Instructure on behalf of the corporation/agency. He/She is personally known to me or produced (known to me) as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires: 6/15/2020

Jennifer Lynn Grayson
Signature - Notary Public
Jennifer Lynn Grayson
Printed Name of Notary
689727
Notary's Commission No.

(SEAL)



EXHIBIT I

INSTRUCTURE

Statement of Work

Broward County Public Schools Assignment LTI Launch Points

Submitted by:

Brandon Broschinsky
Created: March 16, 2018

Summary

The School Board of Broward County, Florida (“Customer”) is engaging Instructure, Inc. (“Instructure”) to add new LTI launch points to Canvas for the Assignment view and Assignment edit pages. (“the solution”).

Project Approach

Deliverables will be created in phases (referred to as milestones in this SOW) according to the requirements documented in **Appendix A**.

Communication Plan

- After the Second Amendment is signed, Instructure will review objectives, plans, and risks with Customer.
- Instructure will provide a written, weekly update to communicate status, schedule, open issues, and risks.
- A closing document will be provided to Customer after the solution is delivered.
- Additional communication (e.g., weekly calls, User Acceptance Testing status emails) may be required, depending on solution complexity.

Change Management

This SOW contains the complete scope of the project as understood by Instructure and Customer. Any changes to the scope defined by this SOW will be subject to review by Instructure; and approval by both parties. If approved, changes will be classified and handled by Instructure as follows:

- Minor changes are noted in the project documentation and do not need formal controls.
- Major changes first require a written amendment to the Agreement signed by both parties and may be subject to additional fees.

User Stories

User stories briefly and simply describe the solution’s users, what features they need, and why. They are the foundation for the solution’s requirements, milestones, and test cases.

#	Description
1	As an administrator , I can configure an LTI tool launch on the Canvas Assignment edit page so that other users can interact with external tools when editing an Assignment.
2	As an admin or teacher , I can view tool content on the Canvas Assignment edit page so that I can interact with external tools when editing an Assignment.
3	As an administrator , I can configure an LTI tool launch on the Canvas Assignment page so that other users can interact with external tools when viewing an Assignment.
4	As an admin or teacher , I can view tool content on the Canvas Assignment page so that I can interact with external tools when editing an Assignment.

Development Timeline and Milestones

Development will begin approximately 4-6 weeks after this Second Amended Agreement is executed. Instructure’s base estimate is **33 business days** to complete all project work and testing (i.e., design [when

applicable], development, quality assurance, and user acceptance testing for all milestones).

Detailed descriptions of the solution’s milestones and deliverables are included in **Appendix A**.

Limitations/Exclusions

1. Because the solution affects the core Canvas product, the following restrictions apply:
 - 1.1. The solution must be deployed to the Canvas beta environment for one release cycle (i.e., 3 weeks) before going into the Canvas production environment.
 - 1.2. Instructure has complete and final approval of all core product UI/UX design elements. Any changes to the solution design will be made solely at Instructure’s discretion.
2. The Assignment edit LTI launch point will be visible to anyone with permission to edit the Assignment within Canvas. Tool provider will need to further limit any view based on the user accessing the page.

Fees and Billing

Implementation Costs

Description	Amount
Milestone 1: Assignment Edit LTI Launch Point	\$16,000
Milestone 2: Assignment View LTI Launch Point	\$37,500
Total	\$53,500

Invoices will be generated upon Customer’s acceptance of each milestone (see Acceptance and Delivery). Proper and appropriate invoices are due at net 30 days.

This solution affects only the core Canvas code. Hosting, maintenance, and support costs for Assignment LTI launch points are covered by Customer’s Agreement.

User Acceptance Testing (UAT)

User Acceptance Testing (UAT) is Customer-performed validation after development and internal quality assurance testing are complete. UAT ensures that user stories and requirements defined in this SOW and **Appendix A** are delivered. The UAT process is as follows:

1. Instructure schedules UAT dates.
2. Instructure provides UAT instructions and test cases to Customer.
3. Instructure stages the deliverable to an environment that Customer can access.
4. Customer has **up to 4 business days** to validate the solution is functioning as specified in this agreement.
5. Instructure determines which issues reported during UAT are defects.
6. Instructure provides a defect-resolution plan to Customer within 4 business days.
 - a. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.

7. Instructure notifies Customer when defect fixes are complete.
8. Customer has 4 business days to validate defect fixes.

Acceptance and Delivery

A deliverable is considered accepted when Customer acknowledges that it is performing as designed (i.e., either no defects were found or issues in Instructure's defect-resolution plan are resolved).

Note: Acceptance is automatic if Customer does not perform UAT (Step 4, above) or validate defect fixes within 4 business days (Step 8, above). Should SBBC not perform UAT number 4 above or not validate defect fixes within 4 business days, then Instructure will notify SBBC in writing.

After the last deliverable is accepted, the solution will be delivered (e.g., moved to Customer's production environment). Issues identified after acceptance or delivery will be addressed as defined in the Maintenance and Support section, below.

User Documentation

Existing Canvas API documentation will be updated to reflect new launch points.

Maintenance and Support

None of the deliverables in this SOW will be hosted, maintained, or supported by Instructure Professional Services. Changes to Instructure's core product code as a result of this solution will be maintained and supported by Instructure's Engineering and Support teams, respectively.

APPENDIX A

Milestone 1: Assignment Edit LTI Launch Point

User Stories Included	<ol style="list-style-type: none"> 1. As an administrator, I can configure an LTI tool launch on the Canvas Assignment edit page so that other users can interact with external tools when editing an Assignment. 2. As an admin or teacher, I can view tool content on the Canvas Assignment edit page so that I can interact with external tools when editing an Assignment.
Deliverable(s)	Functionality to configure and view LTI applications on the Assignment edit page

Instructure Requirements

1. Implement a new LTI launch point on the Assignment configuration page.
 - 1.1. Content will be rendered inline at the bottom of the Assignment, Discussion, Quizzes, and Quizzes.Next edit pages. Interaction will not be needed by the end user to view content.
 - 1.2. Launch point configuration will allow for specifying a selection_height value to set the height of the embedded tool content.
 - 1.3. Launch parameters will include information to inform the LTI provider that the application is being launched from the Assignment configuration page.
 - 1.4. Launch parameters will include necessary information to identify the current user that launched the tool.
 - 1.5. Launch parameters will include necessary information to identify the assignment associated with the launch.

Customer Requirements

1. Customer will be responsible for all configuration of any tools utilizing the new launch point.

Milestone 2: Assignment View LTI Launch Point

User Stories Included	<ol style="list-style-type: none"> 3. As an administrator, I can configure an LTI tool launch on the Canvas Assignment page so that other users can interact with external tools when viewing an Assignment. 4. As an admin or teacher, I can view tool content on the Canvas Assignment page so that I can interact with external tools when editing an Assignment.
Deliverable(s)	Functionality to configure and view LTI applications on the Assignment view page

Instructure Requirements

1. Implement a new LTI launch point on the Assignment view page.
 - 1.1. Launch point visibility will follow same access rules used to determine course navigation LTI placement.
 - 1.2. Content will be rendered inline at the bottom of the Assignment, Discussion, and Quiz view pages. Interaction will not be needed by the end user to view content.
 - 1.3. Launch parameters will include information to inform the LTI provider that the application is being launched from the Assignment view page.
 - 1.4. Launch parameters will include necessary information to identify the current user that launched the tool.
 - 1.5. Launch parameters will include necessary information to identify the assignment associated with the launch.
 - 1.6. Launch point configuration will allow for specifying a selection_height value to set the height of the embedded tool content.

Customer Requirements

1. Customer will be responsible for all configuration of any tools utilizing the new launch point.

Limitations/Exclusions

1. This launch point will not be supported in Quizzes.Next.