

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2019, 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 VENDOR 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 Third Amendment to Agreement (hereafter “Third 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.

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

- a) Within **Exhibit A**, the first paragraph immediately following the section heading “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 (SCMS) is the counterpart to the Customer Project Manager and will be dedicated 100% onsite to the Customer for the first three (3) years and 75% for year four (4) of the contract at the charge

specified in the “fees and Billing” section. The SCMS 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 4 Costs 7/1/2019-6/30/2020” on page 35 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 -75% Dedicated	\$160,000

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

2.20.2 Cost of “Services” for year 3, year 4 and year 5 Notwithstanding any other provision in this Agreement, subsequent to both parties signing the Third 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 cost 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 of the date of proper and appropriate invoice.

- d) **Exhibit J** (Teacher Enrollment Application - 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 Teacher Enrollment Application. Fees and Billing will occur as outlined according to the milestones assigned in **Exhibit J**.

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 Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to Agreement; then
- d) 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 Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR INSTRUCTURE:

(Corporate Seal)

INSTRUCTURE, INC.

ATTEST:

By *Mat Searle*
Mat Searle, Director, Finance Operations

, Secretary

-OF-

[Signature]
Witness

[Signature]
Witness

STATE OF UTAH

COUNTY OF SALT LAKE

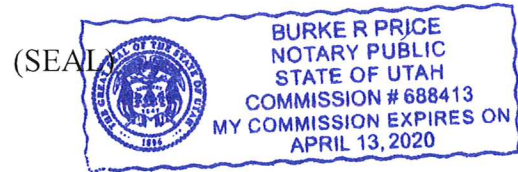
The foregoing instrument was acknowledged before me this 12 day of April, 2019 by MAT SEARLE of
Name of Person

INSTRUCTURE INC on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

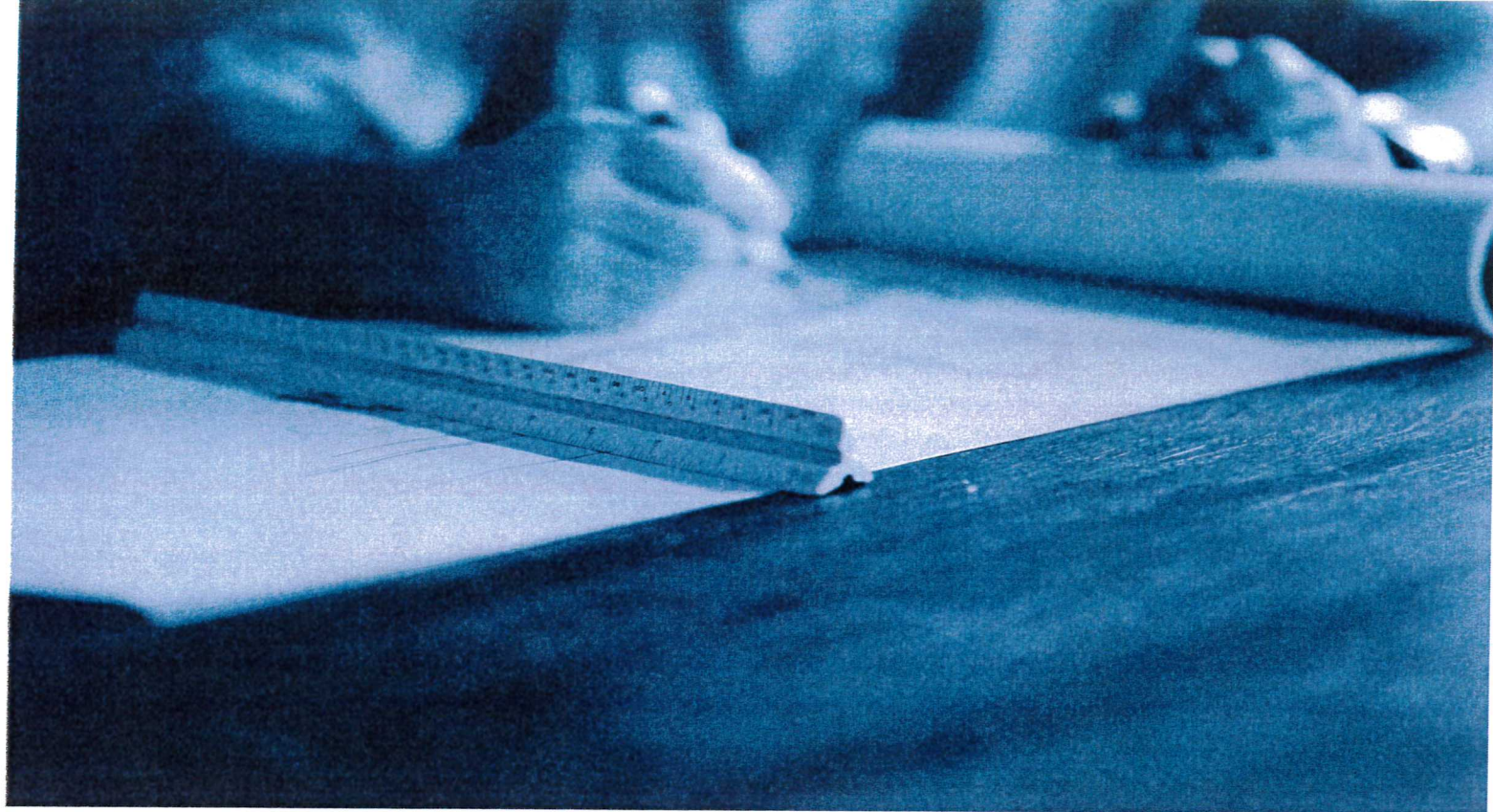
My Commission Expires:
April 13, 2020

[Signature]
Signature - Notary Public

Burke Price
Printed Name of Notary



688413
Notary's Commission No.



INSTRUCTURE

STATEMENT OF WORK



canvas

Broward County Public Schools

Teacher Enrollment Application

SUBMITTED BY:

Brian M. Vibert

Created: February 15, 2019

Updated: March 1, 2019

EXHIBIT J

Summary

Broward County Public Schools (“Customer”) is engaging Instructure Professional Services (“Instructure”) to develop and implement an application to restrict teachers’ enrollment ability to only other teachers in Canvas (“the Solution”).

IMPLEMENTATION COST ¹	ESTIMATED DURATION ²
\$13,200	20 Days

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 this SOW is signed, Instructure will review objectives, plans, and risks with Customer.
- A weekly, written update from Instructure will 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. If approved, changes will be classified and handled by Instructure as follows:

- Changes to the Solution affecting scope, specifications, timeline or milestone schedule, pricing, or estimates may be requested in writing and are only effective if signed by both parties (each, a “Change Order”).
- Minor changes to the Solution that do not affect the scope, specifications, timeline or milestone schedule, pricing, or estimates may be accepted by Instructure via email confirmation and without a signed Change Order.

¹ Excludes hosting, maintenance, and support fees; see Fees & Billing for full pricing.

² Base estimate, after development begins, of business days to complete all project development work and testing; see Development Timeline & Milestones for details.

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.

1	As a user , I can access a user interface so that I can interact with data.
2	As a teacher , I can search for other users to add as course administrators in my course, so that I can find the faculty I want to add to my course.
3	As a teacher , I can enroll faculty as course administrators in my Canvas course, so that other users can assist in course delivery.

Development Timeline & Milestones

Development will begin approximately 6-8 weeks after this agreement is executed. Instructure's base estimate is **20 business days** to complete all project development work and testing (i.e., user interface design³, development, quality assurance, and user acceptance testing for all milestones).

Detailed descriptions of the Solution's milestones and deliverables are included in Appendix A.

Assumptions

1. The Solution will be installed at the root account level of the Customer Canvas instance.

Limitations & Exclusions

1. The Solution will not support enrolling a user that does not already exist in the Customer's Canvas instance.
2. Only teachers with the base Canvas Teacher role will be permitted to use the Solution. Custom roles based on the teacher role will not be supported.

Fees & Billing

Implementation Costs

DESCRIPTION	AMOUNT
Milestone 1: Design Solution	\$3,000

³ If applicable

Milestone 2: Teacher Enrollment Application \$10,200

TOTAL	\$13,200
--------------	-----------------

Invoices for implementation will be generated upon acceptance of each milestone⁴. Invoices are due at net 30 days.

Hosting, Maintenance, and Support Costs

DESCRIPTION	AMOUNT
Year 1	\$6,000

The first annual maintenance invoice will be prorated to align with Customer's Canvas subscription renewal and is generated upon either the date of delivery of the final deliverable (i.e., the full Solution) to Customer⁵ or 12 weeks after execution of this SOW, whichever is earlier. Invoices are due at net 30 days.

Maintenance and support will be provided at the amounts quoted in the table above, provided Customer retains an active subscription contract with Instructure.

After the period(s) quoted in the table above, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 2% annually.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the Solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

User Acceptance Testing

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 reviews any reported issues and determines which, if any, are defects.
 - 5.1. If any defects are identified, Instructure provides a defect-resolution plan to Customer within 4 business days.
 - 5.1.1. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.
 - 5.2. Instructure notifies Customer when defect fixes are complete.

⁴ See Acceptance & Delivery

⁵ See Acceptance & Delivery

5.3. Customer has 2 business days to validate defect fixes.

Acceptance & 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 UAT⁶ or validate defect fixes within 2 business days⁷.

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 & Support section, below.

User Documentation

A basic user guide describing the Solution's functions will be produced by Instructure. Work on the user guide will begin after the Solution is accepted by Customer, and it will be delivered within 2-4 weeks. No other user documentation is included with this SOW.

Maintenance & Support

Instructure agrees to provide maintenance and support to the Solution as detailed below. Support request responses will be handled according to the service level in Customer's purchased support package.

INCLUDED	EXCLUDED
<p>Instructure Support Desk answers Customer's questions.</p> <p>Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are:</p> <ul style="list-style-type: none"> Features or processes not performing as defined in this SOW, including issues caused by supported browser updates. Solution outages. User access issues. <p>Instructure Professional Services hosts the Solution: includes scheduled tasks and running the custom solution code.</p>	<p>Any modifications to the Solution other than bug fixes, including but not limited to solution changes to utilize feature enhancements or new features for Instructure's core products.</p> <p>Using changes to an integrated application.</p> <ul style="list-style-type: none"> Adding these at Customer request requires a separate SOW. Instructure may opt to apply these changes (at no charge to customer) to meet its business needs and maintain the Solution's functional integrity.

Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document ("**Expiration Date**"). Instructure has the right, in its

⁶ Step 4 in User Acceptance Testing
⁷ Step 5.3 in User Acceptance Testing

sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure's discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

APPENDIX A

Project Milestones

Milestone 1: Design Solution

USER STORIES INCLUDED	1. As a user , I can access a user interface so that I can interact with data.
DELIVERABLES	Finalized user interface design mockups for the Teacher Enrollment Application.

Note: Solution designs proposed and accepted in this milestone supercede any other mockups.

Instructure Requirements

1. Provide a UI/UX design resource.
2. Create visual mock-ups for the deliverables identified above which reflect the requirements in the remaining milestones.
3. Present mock-ups for review and iterate once (if necessary) to integrate customer feedback.

Customer Requirements

1. Provide a primary stakeholder to review and approve mockup designs.
2. Provide any feedback needed to complete the mockup.
3. UAT consists of review and approval of final draft of UI mockup for the Teacher Enrollment Application interface.

Milestone 2: Teacher Enrollment Application

USER STORIES INCLUDED	<ol style="list-style-type: none"> 2. As a teacher, I can search for other users to add as course administrators in my course, so that I can find the faculty I want to add to my course. 3. As a teacher, I can enroll faculty as course administrators in my Canvas course, so that other users can assist in course delivery.
DELIVERABLES	Application that allows teachers to add other course administrators in Canvas.

Instructure Requirements

1. Implement an application that can be used as an external tool with Canvas.
 - 1.1. Application must be configured to launch from the course navigation menu.
 - 1.2. Application will use the 'admins' visibility setting for external tools (see https://canvas.instructure.com/doc/api/file.navigation_tools.html).
2. When a user launches the tool who is not identified as a Teacher or Account Administrator, show the user a message that informs the user that they are not able to use the application.
3. When a Teacher (base Canvas Teacher role only) or Administrator launches the tool, provide the following functionality:
 - 3.1. Search for users to enroll.
 - 3.1.1. Search can be performed by any of the following:
 - 3.1.1.1. Email address

- 3.1.1.2. Login ID
- 3.1.1.3. SIS ID
- 3.1.2. Search results will include only users in the Canvas instance who have one or more login IDs that match the following criteria:
 - 3.1.2.1. Login ID begins with the letter "p" in uppercase or lowercase.
 - 3.1.2.2. Login ID ends with "@browardschools.com".
- 3.2. Select user(s) from search results to be enrolled.
 - 3.2.1. Resetting search criteria will not clear the selection of the user as one to be enrolled.
- 3.3. Select role for enrollment.
 - 3.3.1. Options should include all course administrator level roles.
 - 3.3.1.1. Course administrator level roles consist of the following: Designer, Teacher, Non-Editing Staff, and TA.
- 3.4. Select section for enrollment.
 - 3.4.1. All active sections in the course will be shown as options into which the selected user(s) can be enrolled.
- 3.5. Added course administrators can interact only with users in their section.
 - 3.5.1. When selected, users will be enrolled into sections and only allowed to interact with users in their section as implemented by the `limit_privileges_to_course_section` attribute of enrollments (see <https://canvas.instructure.com/doc/api/enrollments.html>).

APPENDIX B

User Access

The following table defines user access to the application.

- Custom roles based on standard Canvas roles have the same access as standard roles.
- All administrator roles are treated equally for access purposes.

ROLE	CAN ACCESS	LAUNCH POINT
Administrator	Yes	Course Navigation
Teacher	Yes	Course Navigation

TA*	Yes	Course Navigation
Designer*	Yes	Course Navigation
Student	No	N/A
Observer	No	N/A

***Note:** Canvas does not permit Course Navigation external tool visibility to be shown to Teachers and to be hidden from TAs and Designers. Although Canvas will show the option to TAs and Designers, they will not be able to add teachers to the course as specified in the requirements of Appendix A.