



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

Order Form

Order: Q-593459-5
Date: 2026-06-11
Order Valid Through: 2026-08-30

Order Form for DeKalb County Schools

Bill to Information

Entity Name: DeKalb County Schools
Address: 1701 Mountain Industrial Boulevard
City: STONE MOUNTAIN

State/Province: Georgia

Zip/Postal Code: 30083-1027

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: DeKalb County Schools
Address: 1701 Mountain Industrial Boulevard
City: Stone Mountain

State/Province: Georgia

Zip/Postal Code: 30083

Country: United States

Shipping Contact

Name: Kyia Clark

Email: kyia_clark@dekalbschoolsga.org

Phone: +1 678 898 9651

Billing Information

Billing Frequency: Annual Upfront

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

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S13	Dedicated Canvas LMS Consultant Provided per Attached SOW	2026-07-01	2027-06-30	Non-Recurring	Per Event	1	USD 0.00	USD 0.00
S1	Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	116,000	USD 2.91	USD 337,560.00
S2	24x7 Tier 1 Support (Faculty Only)	2026-07-01	2027-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 101,268.00	USD 101,268.00
S3	Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	116,000	USD 0.75	USD 87,000.00
S4	Impact Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	116,000	USD 0.75	USD 87,000.00
S5	Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2026-07-01	2027-06-30	Recurring	Per Each	116,000	USD 21,836.00	USD 21,836.00
S6	Course Template Library Subscription	2026-07-01	2027-06-30	Recurring	User	116,000	USD 0.00	USD 21,630.00

Year 2								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount

S1	Canvas LMS Cloud Subscription	2027-07-01	2028-06-30	Recurring	User	116,000	USD 2.91	USD 337,560.00
S2	24x7 Tier 1 Support (Faculty Only)	2027-07-01	2028-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 101,268.00	USD 101,268.00
S3	Canvas Studio Cloud Subscription	2027-07-01	2028-06-30	Recurring	User	116,000	USD 1.00	USD 116,000.00
S4	Impact Cloud Subscription	2027-07-01	2028-06-30	Recurring	User	116,000	USD 1.00	USD 116,000.00
S5	Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2027-07-01	2028-06-30	Recurring	Per Each	116,000	USD 21,836.00	USD 21,836.00
S6	Course Template Library Subscription	2027-07-01	2028-06-30	Recurring	User	116,000	USD 0.00	USD 21,630.00

Year 3								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2028-07-01	2029-06-30	Recurring	User	116,000	USD 2.91	USD 337,560.00
S2	24x7 Tier 1 Support (Faculty Only)	2028-07-01	2029-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 101,268.00	USD 101,268.00
S3	Canvas Studio Cloud Subscription	2028-07-01	2029-06-30	Recurring	User	116,000	USD 1.00	USD 116,000.00
S4	Impact Cloud Subscription	2028-07-01	2029-06-30	Recurring	User	116,000	USD 1.00	USD 116,000.00
S5	Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2028-07-01	2029-06-30	Recurring	Per Each	116,000	USD 21,836.00	USD 21,836.00
S6	Course Template Library Subscription	2028-07-01	2029-06-30	Recurring	User	116,000	USD 0.00	USD 21,630.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 656,294.00	USD 0.00	USD 656,294.00
Year 2	USD 714,294.00	USD 0.00	USD 714,294.00
Year 3	USD 714,294.00	USD 0.00	USD 714,294.00
Total	USD 2,084,882.00	USD 0.00	USD 2,084,882.00

Products	Description	Qty
Dedicated Canvas LMS Consultant Provided per Attached SOW	These services are individually scoped and backed by a SOW (which is included with the order). Project pricing based. Must include signed/completed SOW which is scoped by Learning & Strategy Consulting prior to quote.	1.00
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	116,000.00
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	1.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per User	116,000.00
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.	116,000.00
Course Template Library Subscription	Provides access to the course template library application for one Canvas LMS instance. Course template library is installed in the Canvas LMS root account for the Canvas LMS instance.	116,000.00
Template Licensing	Provides a license to use library templates in 1 instance of Canvas LMS for the duration of subscription.	116,000.00

3rd Party Product	Description	Qty
Impact Cloud Subscription	Impact - K-12 Subscription (User)	116,000.00

Quote Special Terms

The number of Users for which Customer has purchased subscriptions is specified on the applicable Order Form ("Contracted User Count"). Customer acknowledges that Instructure may reference data from Customer's student information system ("SIS") or other authoritative data source used by Customer to manage user records to verify the number of active Users accessing the Service during the applicable subscription period ("Active User Count"). 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.

Annual Opt Out: Each party has the option to cancel remaining subsequent years listed on the Order Form after each year by providing written notification to the other party no later than 6 months prior to the end of the current year. Any prepaid amounts to Instructure will not be refunded.

Storage. Storage included in the annual subscription fee is: (i) 5GB per licensed unit (as specified in the applicable Order Form) for Higher Education Customers; and (ii) 2.5GB per licensed unit (as specified in the applicable Order Form) for K-12 Customers. Additional storage may be purchased at Instructure's then-current rates.

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.

Product Special Terms

Instructure's support terms are available as follows: <https://www.instructure.com/canvas/support-terms>

Usage and Storage Limits. Services are subject to usage or storage limits specified in Order Forms and Documentation. If Customer exceeds a stated usage or storage limit, Instructure may work with Customer to seek to reduce Customer's usage or storage so that it conforms to that limit. If, notwithstanding Instructure's efforts, Customer is unable or unwilling to abide by a contractual usage or storage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Instructure's request.

User Count Verification and Reconciliation. Customer shall ensure that the number of active Users accessing the Service does not exceed the Contracted User Count on the applicable Order Form. Instructure may periodically compare the Active User Count, as indicated by the SIS or Instructure's own system data, against the Contracted User Count. If Instructure determines that the Active User Count exceeds the Contracted User Count, Instructure will notify Customer in writing. Within thirty (30) days of receipt of such notice, Customer shall either (a) reduce the Active User Count to conform to the Contracted User Count, or (b) execute an Order Form for additional subscriptions to cover the excess Users at Instructure's then-current rates, prorated for the remainder of the applicable subscription term, and/or pay any invoice for excess usage.

Terms and Conditions

Governing Terms. This Order Form is governed by the terms of the Instructure Master Terms and Conditions which can be found at: <https://www.instructure.com/policies/mastertermsconditions>, unless Customer and Instructure have previously negotiated terms and conditions attached to or referenced in Customer's prior order form (collectively "Negotiated Terms"), in which case such Negotiated Terms shall govern this Order Form.

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:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

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.

DeKalb County Schools

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

Instructure, Inc. (USA/CAN)

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

Statement of Work



DeKalb County School District

Learning Services Consulting

Dedicated Consultant Renewal - 2026

SUBMITTED BY:

Nodin de Saillan
June 11, 2026

This Statement of Work ("SOW") is governed by the Master Terms and Conditions available at <https://www.instructure.com/policies/mastertermsconditions> and the Professional Services Supplement available at <https://www.instructure.com/policies/product-supplements/professional-services>.

Summary

DeKalb County School District (“**Customer**”) is engaging Instructure (“**Instructure**”) to provide consulting services to assist in adoption and change management efforts to support usage of the Instructure ecosystem. Terms and deliverables for each service are further defined in the appendices that are applicable to each service.

Fees & Billing

Fees and billing for the services documented in this SOW are set out in the Billing Frequency Term in Services Order Form Q-593459 and such terms shall be deemed to be incorporated herein by reference. Specific terms for each service are provided in the respective appendices as noted below.

DESCRIPTION	TERM AMOUNT	DISCOUNT	NET TERM AMOUNT
Dedicated Consultant (Appendix A)	\$248,062	(\$248,062)	\$0

Consultant services start July 1, 2026 (“Consultant Start Date”) and end at the lesser of 12 months or Canvas subscription expiration after the Consultant Start Date. Services outlined in this SOW will not be rendered prior to the Consultant Start Date.

Active Canvas Subscription Required

Customer must have an active subscription to Canvas in order to access and utilize the Services provided under this SOW. Any unused services that remain after Customer’s Canvas subscription has lapsed are non-transferable and are revoked upon cancellation.

Material Changes to Staffing

Removal/Replacement of Key Personnel by Instructure

All Key Personnel shall be assigned to perform the services hereunder in an efficient and timely manner according to the plans and timelines expressed.

If the Key Personnel becomes incapacitated, voluntarily terminates employment with Instructure (and/or any of Instructure's Affiliates or Subcontractors), is terminated For Cause by Instructure, or is transferred, reassigned or redeployed, Instructure shall replace such person with another person who is at least as well qualified as the person being replaced within a reasonable period of time.

Removal of Provider Personnel by the Customer

If Key Personnel employed or retained by Instructure to perform Instructure's obligations under this agreement:

- Do not have skills comparable to someone of similar role in the industry, or
- Violate the Customer's personal reasonable safety, security or compliance requirements.

The Customer shall notify Instructure in writing, and Instructure, at its sole discretion, will promptly address the performance or conduct of such person, or will promptly replace such person with another person with sufficient knowledge and expertise to perform the services in accordance with this agreement.

Optional Extension of Key Personnel

The Customer has the option, with the consent of both parties, to extend the utilization of Key Personnel beyond the initial terms agreed upon in this SOW. Should the Customer desire to extend their contract with Instructure for key personnel, the Customer is required to notify Instructure in writing at least 90 days before the expiration of the existing resource's tenure. Instructure reserves the right to review and adjust annual Consultant rate for subsequent years and will provide notice of changes. If no review or adjustment occurs, Consultant rate will increase by 10% annually from the undiscounted rate under Term Amount in the above Fees & Billing table.

If a consulting resource is unable or unwilling to continue for the optional term, Instructure will replace such person with another person who is at least as well qualified as the person being replaced within a reasonable period of time.

General Limitations & Exclusions

1. Consultant will be staffed and hired by Instructure using Instructure's hiring practices without direct Customer involvement.
2. Any training services to be provided will be delivered under a separate agreement.
3. Consultant will not train Customer on how to create, operate, or maintain custom and/or third-party software (e.g. *custom and/or community scripts, JavaScript overrides, and CSS overrides*).
4. Consultant will not train Customer on API usage.
5. Consultant will not provide custom development services.
6. Consultant will provide services remotely.
7. Consultant will follow Instructure company policy for office work and travel if applicable.
8. Consultant will follow the Instructure holiday schedule and Personal Time Off (PTO) policy.

Expiration & Effective Date

This SOW is only valid if Services Order Form Q-593459 is signed and returned to Instructure by June 30, 2026 ("Expiration Date"). Instructure has the right, in its 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 that the signed Services Order Form Q-593459 is returned to Instructure.

APPENDIX A

Dedicated Consultant

Summary

Instructure will provide Customer a Dedicated Consultant to support initiatives for change management efforts and adopting the Instructure ecosystem.

Project Approach

Resource Availability

One Dedicated Consultant will work with the Customer starting July 1, 2026 (“**Consultant Start Date**”) and end at the lesser of 12 months or Canvas subscription expiration after the Consultant Start Date. Services outlined in this appendix will not be rendered prior to the Consultant Start Date unless services are rendered under another agreement executed by Customer and Instructure. The Customer has the option to renew for each additional 12-month term of the contract. The Customer must inform Instructure of their intent to exercise the renewal option no later than 90 days before the current expiration (see “Optional Extension of Key Personnel”).

The Dedicated Consultant will work with the Customer remotely during the contracted period. During the engagement, the Dedicated Consultant will perform tasks as outlined below (see “Dedicated Consultant Responsibilities”), will engage in a weekly consulting check-in, and will provide additional guidance through remote consultation and project delivery.

The Dedicated Consultant may attend Instructure professional development functions essential for job performance; participate in company meetings that share non-public information; or attend internal meetings for other reasons that are pre-arranged with and agreeable to the Customer. The Dedicated Consultant may continue working during times when the Customer's offices are closed, but Instructure offices are open.

Personal Time Off Policy

Consultant will follow the Instructure holiday schedule and Personal Time Off (PTO) policy.

Dedicated Consultant Responsibilities

The duties in the ‘Duties Included But Not Limited To’ table highlight the activities that a consultant can support. Consultant will work with Customer to identify priority projects and strategically engage around areas of highest impact within the time available during the engagement.

#	DUTIES INCLUDED BUT NOT LIMITED TO
1	Provide guidance through the use of best practices in learning and the Instructure ecosystem.
2	Support the Customer’s vision for using products within the Instructure ecosystem.
3	Share strategies for change management, understand the current state and planned future state, and work to support the organization’s vision.
4	Work with key stakeholders to understand and support the Customer’s communication, training, and engagement plans while seeking to mitigate risks.
5	Develop a curriculum and/or programmatic strategy by determining instructional approaches, student experience, program development, faculty interactions, and assessment.
6	Curate and create plans, resources, and materials to address Customer’s needs related to the Instructure ecosystem including updates on new and enhanced features.
7	Assist with the execution of key plans, including deployment of Instructure product-related professional development and promotion of resources to enhance engagement.
8	Sustain growth by identifying key data, regularly reviewing key data points and using the data to adjust current plans or set next phase goals.
9	Support Customer with recommendations of Instructure ecosystem best practices that connect to the institution’s instructional framework and provide workshops for admins, PD and curriculum leaders, instructional coaches, and other instructional staff.
10	Assist with product use, provide feedback, and coach staff on the Instructure ecosystem.
11	If applicable, assist with course development, deployment, and facilitation for self-paced and instructor-led options; provide feedback on courses and coach staff through making changes.
12	Build the capacity of institution experts with targeted consulting sessions and ongoing coaching, and provide mentorship and support of the Customer team as needed and appropriate.

13	Provide expertise in administration of products within the Instructure ecosystem.
14	Attend meetings for planning and progress updates or to support other Customer needs related to the Instructure ecosystem.
15	Other tasks and assignments that support the Customer's use of the Instructure ecosystem.
16	Coordinates and manages key Customer projects with and for Customer stakeholders for Instructure services, if purchased.

Excluded Duties

#	DUTIES NOT PROVIDED BUT NOT LIMITED TO
1	Custom scripting or custom development
2	Manual or automated API calls
3	SIS integration or authentication configuration
4	Technical support