CANVAS

Sam,

Online@JSU has decided to change the Learning Management System and migrate from Blackboard to Canvas. I have enclosed the order form, and terms and conditions for your review. Let me know if you have any questions. Since they are purchasing from the Alabama Community College System and Alabama Higher Education Joint Purchasing Agreement, a bid will not be necessary.

Thank you,

Vinson

Blackboard funded

Canvas costs?

FY18 & FY19

Current Projection of Expenditures

	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	
Blackboard	$ 329,641.00	$ 329,641.00	$ 329,641.00	$ 329,641.00	$ 329,641.00	$ 329,641.00	$ 329,641.00	**$ 2,307,487.00**

Proposed Projection of Expenditures

	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	
Blackboard	$ 329,641.00	$ 329,641.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 909,282.00
Canvas	$ 21,000.00	$ -	$ 289,893.00	$ 169,933.00	$ 177,168.00	$ 184,765.00	$ 192,723.00	$ 1,035,482.00
Turnitin			$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
	$ 350,641.00	$ 329,641.00	$ 369,893.00	$ 249,933.00	$ 257,168.00	$ 264,765.00	$ 272,723.00	**$ 2,094,764.00**

7 Year Savings Projection **$ 212,723.00**

Future Projection of Expenditures Based Upon Escalator

FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	
$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 350,000.00
$ 201,010.09	$ 209,653.52	$ 218,668.62	$ 228,071.38	$ 237,878.44	$ 248,107.22	$ 258,775.83	$ 1,602,165.10
$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
$ 281,010.09	$ 289,653.52	$ 298,668.62	$ 308,071.38	$ 317,878.44	$ 328,107.22	$ 338,775.83	$ 2,162,165.10

Canvas escalator is ~ 4.3% annually

Canvas FOAP

Venita Toney

Wed 8/30/2017 11:35 AM

To:Tina Trussell <ttrussel@jsu.edu>;

Hey Tina,

Please use 10000-20005-70000-70.

(could you please send me a copy of what you have)

INSTRUCTURE

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Services Order Form

Order #: Q-29039-9
Date: 4/17/2017

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

Customer Information

Customer:	Jacksonville State University	Billing Contact:	
Contact:	Chris Casey	Billing Phone:	
Phone:	(256) 782-5035	Billing Email:	
Email:	ccasey@jsu.edu		
Address:	700 Pelham Road North		
City:	Jacksonville	P.O. Required?	
State/Province:	Alabama	P.O. Number:	
Zip/Postal Code:	36265		
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	1/1/2019	9/30/2019	7,235	USD 10.88	USD 78,717
24x7 Support	20% of Subscription (Min $2500)	Support	1/1/2019	9/30/2019	1	USD 15,743.00	USD 15,743
Tier 1 Support	User	Support	1/1/2019	9/30/2019	7,235	USD 18,992.00	USD 18,992
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	1/1/2019	9/30/2019	1	USD 7,872.00	USD 7,872
Year 1 Sub-Total							USD 121,324
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	10/1/2019	9/30/2020	7,235	USD 15.23	USD 110,189
24x7 Support	20% of Subscription (Min $2500)	Support	10/1/2019	9/30/2020	1	USD 22,038.00	USD 22,038
Tier 1 Support	User	Support	10/1/2019	9/30/2020	7,235	USD 25,323.00	USD 25,323
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	10/1/2019	9/30/2020	1	USD 11,019.00	USD 11,019
Year 2 Sub-Total							USD 168,569
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	10/1/2020	9/30/2021	7,235	USD 15.99	USD 115,688

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
24x7 Support	20% of Subscription (Min $2500)	Support	10/1/2020	9/30/2021	1	USD 23,138.00	USD 23,138
Tier 1 Support	User	Support	10/1/2020	9/30/2021	7,235	USD 25,323.00	USD 25,323
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	10/1/2020	9/30/2021	1	USD 5,784.00	USD 5,784
Year 3 Sub-Total							USD 169,933
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	10/1/2021	9/30/2022	7,235	USD 16.79	USD 121,476
24x7 Support	20% of Subscription (Min $2500)	Support	10/1/2021	9/30/2022	1	USD 24,295.00	USD 24,295
Tier 1 Support	User	Support	10/1/2021	9/30/2022	7,235	USD 25,323.00	USD 25,323
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	10/1/2021	9/30/2022	1	USD 6,074.00	USD 6,074
Year 4 Sub-Total							USD 177,168
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	10/1/2022	9/30/2023	7,235	USD 17.63	USD 127,553
24x7 Support	20% of Subscription (Min $2500)	Support	10/1/2022	9/30/2023	1	USD 25,511.00	USD 25,511
Tier 1 Support	User	Support	10/1/2022	9/30/2023	7,235	USD 25,323.00	USD 25,323
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	10/1/2022	9/30/2023	1	USD 6,378.00	USD 6,378
Year 5 Sub-Total							USD 184,765
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	10/1/2023	9/30/2024	7,235	USD 18.51	USD 133,920
24x7 Support	20% of Subscription (Min $2500)	Support	10/1/2023	9/30/2024	1	USD 26,784.00	USD 26,784
Tier 1 Support	User	Support	10/1/2023	9/30/2024	7,235	USD 25,323.00	USD 25,323
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	10/1/2023	9/30/2024	1	USD 6,696.00	USD 6,696
Year 6 Sub-Total							USD 192,723
Total							USD 1,014,482

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Tier 1 Support Setup	One Time Fee	Support			1	USD 500.00	USD 500

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 11,000.00	USD 11,000
Onsite Training (1 Day) Travel Expenses Included	Per Each	Training			1	USD 5,000.00	USD 5,000
Access Fee	Per Month	Subscription Add-ons	4/1/2018	12/31/2018	9	USD 500.00	USD 4,500
Year 1 Sub-Total							USD 21,000
Total							USD 21,000

Grand Total:	USD 1,035,482.00

canvas

Canvas

Deliverables
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
As needed, your implementation will include the following: 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. 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. Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page. Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.

Canvas FTE

Description
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.

Training

Description
Unlimited access for all users to instructor-led online training.

Duration: Instructure will commence the provision of support 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 **1/1/2018**

Notes

Defer payment of recurring items beginning 1/1/2019 - 9/30/19 until 11/1/19. All non-recurring items are due 30 day net of Dec. 1, 2017. Subsequent years will be invoiced November 1, due December 1.

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.

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.

Jacksonville State University

Signature:	
Name:	Ashok K. Roy, VP for Finance & Administration
Title:	
Date:	

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

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Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions ("**Terms**") that apply to the provision of any products or services by Instructure, Inc. ("**Instructure**") to the entity identified on the Order Form ("**Customer**"). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "**Agreement**." An "**Order Form**" means any order for the provision of products or services signed by Customer.

1. **Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. "**Service**" means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further 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. **Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) 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 remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.

3. **Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.

4. **Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support ("**Support**") pursuant to the terms of Instructure's customer support, which is specified at http://www.canvaslms.com/policies/support-terms.

5. **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 of 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 set forth in this Agreement, all fees are non-refundable.

6. **Service Level Agreement.** 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 the applicable month Customer becomes eligible or 30 days after.

7. **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 Services will conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) 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 of the first date the deficiency is identified by Customer.

8. **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.

9. **Aggregated Data.** 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, 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 individual or specific data entered by any individual into the Service.

10. **Limitation of Liability**. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUCTURE DISCLAIMS 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. INSTRUCTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. 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 18, 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 WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. 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 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. As used herein, **"Confidential Information"** means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

12. 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 the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as 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.

13. Customer Owned Content. 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 to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. 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). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. Term. The term (**"Term"**) of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. Termination. Either party may terminate this Agreement for the material breach of any provision 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 Services, 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.

17. Suspension of Service. Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. Infringement. If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third- party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via 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 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 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 without regard to the actual state or country of incorporation or residence of Customer. 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 constitute 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, 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 to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).