

AMENDMENT TO INTERNET2 CUSTOMER AGREEMENT

This Amendment to the Internet2 Customer Agreement (“Amendment”), made effective as of **7/29/2016** (“Amendment Effective Date”), is by and between the University Corporation for Advanced Internet Development d/b/a Internet2 (“Internet2”) and Missouri University of Science and Technology (“Enterprise Customer”) (collectively, the “Parties”).

The Parties entered into an Internet2 Customer Agreement (“Customer Agreement”), effective as of June 1, 2016 (“Customer Agreement Effective Date”), to enable Instructure, Inc. (“Service Provider”) to deliver to Enterprise Customer certain Instructure services (“Services”).

The Parties now seek to amend the Customer Agreement.

The Parties hereby agree as follows:

1. A new Section 14 shall be added to Schedule A-Internet2 NET+ Service Schedule for Instructure Services and shall read as follows:

14. (a) Service Provider shall furnish and deliver its LEARNING MANAGEMENT SYSTEM, as set forth in its proposal dated March 8, 2016, which is subject to change but will not materially degrade, in response to University of Missouri’s “Request for Proposals for Furnishing and Delivery of Learning Management System (RFP #16-0506-RD-C),” dated February 1, 2016, which was prepared by the Director, UM Procurement Services, University of Missouri, Columbia, Missouri, and is on file in the Office of the Director, UM System Supply Chain, University of Missouri, Columbia, Missouri.

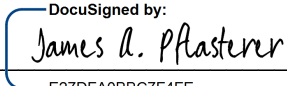
(b) The Canvas Authorized Trainer Program (CAT) from Service Provider’s proposal is hereby removed, as it is no longer offered.

(c) The *IT Security/FERPA Addendum* form is not applicable due to Service Provider’s completion of the “IT Standards and Requirements Questionnaire (ITSRQ)” in its March 8, 2016 proposal in response to the University of Missouri’s “Request for Proposals for Furnishing and Delivery of Learning Management System (RFP #16-0506-RD-C).”

2. No Other Changes. The Customer Agreement, as modified by this Amendment, is hereby ratified and confirmed and shall remain in full force and effect.

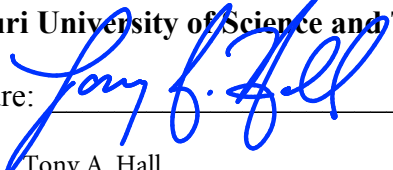
The Parties are signing this Amendment as of the Amendment Effective Date.

Internet2

Signature: 
Name: James A. Pflasterer

Title: CFO

Missouri University of Science and Technology

Signature: 
Name: Tony A. Hall

Title: Assistant Vice President/Chief Procurement Officer

Internet2 Customer Agreement

This agreement (the or this “**Agreement**”) is entered into and made effective as of June 1, 2016 (the “**Effective Date**”) by and between the University Corporation for Advanced Internet Development d/b/a Internet2, a nonprofit corporation (“**Internet2**”), and Missouri University of Science and Technology (“**Enterprise Customer**”) (Internet2 and Enterprise Customer hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Internet2 has entered into and may be entering into additional business agreements with service providers (each, a “**Service Provider**”) to provide Internet2 with the right to contract directly with Enterprise Customer to enable Service Providers to deliver certain services (each, a “**NET+ Service**”) to Enterprise Customer (each such agreement between Internet2 and a Service Provider hereinafter referred to as an “**I2 Service Provider Business Agreement**”); and

WHEREAS, the Parties mutually desire to enter into this Agreement to enable Service Provider(s) to deliver to Enterprise Customer certain NET+ Services, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Documents Comprising Agreement. The general terms and conditions attached to this Agreement as Exhibit A (the “**General Terms and Conditions**”), all other exhibits attached to this Agreement and all Internet2 NET+ Service Schedules (as defined below), including all of the terms and conditions contained in such other exhibits and all Internet2 NET+ Service Schedules, are binding upon the Parties and are incorporated into and made a part of this Agreement.

2. The NET+ Services. The initial NET+ Service for which Enterprise Customer is by this Agreement contracting to receive from a Service Provider is set forth on Schedule A annexed to this Agreement and made a part hereof. Additional NET+ Services may be ordered by Enterprise Customer by the Parties annexing to this Agreement, for each additional NET+ Service, a separate schedule that is dated and duly signed by the Parties, lists the additional NET+ Service and contains any additional terms and conditions applicable thereto (Schedule A and each such additional schedule, including all attachments that are now or hereafter attached by the Parties to Schedule A or such additional schedules, are each an “**Internet2 NET+ Service Schedule**”).

3. Term of this Agreement. The term of this Agreement (the “**Customer Agreement Term**”) shall commence on the Effective Date and continue until the last day that any Service Provider is to provide Enterprise Customer with a NET+ Service pursuant to an Internet2 NET+ Service Schedule, unless earlier terminated in accordance with a Party’s rights under this Agreement or by mutual written agreement of the Parties.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

Missouri University of Science and Technology University Corporation for Advanced Internet

By: [Signature]
Name: Tony A. Hall
Title: AVP/CPO

Development d/b/a Internet2
By: [Signature]
Name: James A. Pfisterer
Title: CFO



EXHIBIT A

GENERAL TERMS & CONDITIONS

1. Applicability of General Terms and Conditions to Each NET+ Service; Definitions.

(a) The General Terms and Conditions shall apply on an individual basis to each NET+ Service that Enterprise Customer contracts for under the Agreement. Unless the context requires otherwise, when used with respect to a particular NET+ Service, "Service Provider" shall refer to the Service Provider that is providing such NET+ Service, "I2 Service Provider Business Agreement" shall refer to the I2 Service Provider Business Agreement between Internet2 and the Service Provider that is providing such NET+ Service, "Services" shall refer to the Services as defined in such I2 Service Provider Business Agreement; and "Other Deliverables" shall refer to any products, licenses, offerings or other deliverables of any kind, if any, that are not included in the definition of Services but that are provided by Service Provider to Enterprise Customer in connection with the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule and are identified as "Other Deliverables" in the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule. The Services and Other Deliverables shall collectively be referred to herein as the "Deliverables."

(b) Capitalized expressions contained in the Agreement shall have the meaning given in the I2 Service Provider Business Agreement, unless separately defined in the Agreement.

2. Services Term.

(a) The "Initial Services Term" during which Service Provider is to provide the Services to Enterprise Customer shall be three (3) years or longer, and shall be defined in the Internet2 NET+ Service Schedule. Unless otherwise terminated as provided for in the Agreement or the I2 Service Provider Business Agreement, the term during which Service Provider is to provide Services to Enterprise Customer shall automatically renew following the Initial Services Term for consecutive one (1) year periods (each a "Renewal Services Term") unless (i) either Party provides the other Party with notice of its intent not to renew the Initial Services Term or the then-current Renewal Services Term, as the case may be, at least three (3) months prior to the end of the Initial Services Term or the then-current Renewal Services Term, as the case may be; or (ii) any such automatic renewal is prohibited by "Governing Law" (as defined in Section 14(k)). Enterprise Customer represents that it has accurately identified in Exhibit B any restrictions imposed by Governing Law on the automatic renewal of agreements to which Enterprise Customer is a party.

(b) The Initial Services Term and all Renewal Services Terms are collectively referred to as the "Services Term." In addition, each twelve (12) month period (commencing on the first day of the Initial Services Term and thereafter commencing each anniversary of the first day of the Initial Services Term) during the Services Term is referred to herein as a "Contract Year."

3. Restrictions. To the maximum extent permitted under Applicable Law and except as otherwise set forth in the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement, Enterprise Customer shall not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing, or transferring the Deliverables to a third party; (b) disassemble, reverse engineer or decompile the Service Provider Software or any other software used by Service Provider to provide the Service

Provider Platform, or prepare derivative works from any component of the Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Deliverables; or (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Deliverables. For the avoidance of doubt, the restrictions contained above in this Section 3 shall not prohibit Enterprise Customer from marketing or distributing the Deliverables to potential Users subject to the terms of the Internet2 NET+ Service Schedule and the I2 Service Provider Business Agreement, or otherwise prohibit any actions or any use of the Deliverables expressly permitted under the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement.

4. Pricing; Payment Terms.

(a) Enterprise Customer shall pay to the Invoicing Party, in U.S. dollars within thirty (30) days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 4(b) below, the applicable fees due from Enterprise Customer to the Invoicing Party for the Deliverables ("Fee(s)").

(b) In the event of any disputed invoiced Fees that Enterprise Customer has a right to dispute and for which Enterprise Customer disputes in good faith; Enterprise Customer shall provide the Invoicing Party with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice within thirty (30) days of receipt of such invoice. Enterprise Customer irrevocably and forever waives its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within forty-five (45) days of the receipt of the invoice. Enterprise Customer shall cooperate in good faith with the Invoicing Party in an attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Enterprise Customer shall pay to the Invoicing Party the resolved amount of Fees due the Invoicing Party.

5. Taxes. Enterprise Customer shall pay any federal, state, and local sales or use tax imposed or based on the Deliverables. Such taxes, if applicable, shall be separately stated on the Invoicing Party's invoices and reported and paid to appropriate governmental authorities by the Service Provider. If Enterprise Customer is legally entitled to an exemption from the payment of any taxes, Enterprise Customer shall promptly and timely provide the Invoicing Party with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims an exemption, naming Service Provider as the seller on each tax exemption certificate.

6. Disclaimers.

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO SERVICE PROVIDER ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT OR THE NET+ SERVICE SCHEDULE, NEITHER SERVICE PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, INCLUDING WITH RESPECT TO THE DELIVERABLES, AND SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL,

REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER, EXCEPT AS OTHERWISE PROVIDED IN THE NET+ SERVICE SCHEDULE OR IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, INTERNET2 IS NOT PROVIDING THE DELIVERABLES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES OF ANY KIND, TO ENTERPRISE CUSTOMER IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, AND THEREFORE INTERNET2 MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT INCLUDING WITH RESPECT TO THE DELIVERABLES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied in the Agreement, Enterprise Customer acknowledges that all references, representations, warranties and covenants made in the I2 Service Provider Business Agreement or the Agreement (including in any Exhibits attached hereto), whether express or implied, concerning in any way Service Provider and/or any of the Deliverables, are made by Service Provider alone and not by or in conjunction with Internet2. Enterprise Customer shall inform Users that the Deliverables are being provided by Service Provider.

7. Indemnification Procedure.

Enterprise Customer shall give prompt written notice to Service Provider of the existence of any Claim for which Enterprise Customer expects Service Provider to fulfill Service Provider's obligations under Section 5.2(a) of the I2 Service Provider Business Agreement, provided that failure to do so shall not be deemed a breach of the Agreement or relieve Service Provider of its indemnity obligation if failure to give prompt written notice does not prejudice Service Provider's defense of the applicable Claim. Service Provider shall, to the extent consistent with Governing Law, have full and complete control over the defense and settlement of any such Claim at its own expense and with its own counsel, provided that Service Provider will not enter into any settlement agreement that admits fault on the part of Enterprise Customer or that requires Enterprise Customer to make any payment. Enterprise Customer shall, upon prior reasonable written request of Service Provider and at Service Provider's cost and expense, provide reasonable assistance to Service Provider in connection with the defense and settlement of any such Claim. In addition, Enterprise Customer shall have the right to participate in such defense at its own expense and with its own counsel.

8. Limitation of Liability

(a) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Internet2 have any liability to Enterprise Customer for any actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), including for any breach or alleged breach by Service Provider of, or any failure of Service Provider to fulfill any of its obligations under, the Agreement or the I2 Service Provider Business Agreement. In the event of any such breach or alleged breach by Service Provider of the Agreement or the I2 Service Provider Business Agreement, or any claims relating to any other actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), Enterprise Customer's sole remedy shall be to pursue a claim directly against Service Provider in respect thereof, and Enterprise Customer irrevocably and forever waives any right to bring any such claims against Internet2.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF SERVICE PROVIDER FOR A BREACH BY SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER SECTION 8 OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER'S INDEMNITY OBLIGATIONS UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.

(c) To the extent permitted by Applicable Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer under the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Internet2's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except

for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "Damages Cap"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the I2 Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the I2 Business Agreement by Service Provider. As to Enterprise Customer's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR SERVICE PROVIDER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR SERVICE PROVIDER (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND SERVICE PROVIDER HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 8(e) WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL INTERNET2 OR SERVICE PROVIDER HAVE ANY LIABILITY TO ENTERPRISE CUSTOMER FOR THE ACTS OR OMISSIONS OF ANY USERS.

(g) THE LIMITATIONS IN THIS SECTION 8 OF THESE GENERAL TERMS AND CONDITIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM THEREFOR IS MADE DURING OR AFTER THE CUSTOMER AGREEMENT TERM.

9. Proprietary Rights

(a) The Services are licensed and/or provided, and not sold, to Enterprise Customer. Service Provider reserves all rights in the Services not expressly granted to Enterprise Customer or its Users under the Agreement or in the I2 Service Provider Business Agreement, including all Proprietary Rights in the same. No title to

or ownership of any Service Provider Software or Documentation of Service Provider is transferred to Enterprise Customer, who shall have the right to use the Service Provider Software and Documentation as permitted under the Agreement. For the avoidance of doubt, no title to or ownership of any Proprietary Rights of Enterprise Customer is being transferred to Service Provider or Internet2 under the Agreement, and no title to or ownership of any Proprietary Rights of Internet2 is being transferred to Service Provider or Enterprise Customer under the Agreement.

(b) As among Enterprise Customer, Internet2 and Service Provider, all rights, including all Proprietary Rights, in and to Enterprise Customer Data shall remain the exclusive property of Enterprise Customer. The Agreement does not give Service Provider or Internet2 any rights, implied or otherwise, to any data, content, or intellectual property of Enterprise Customer, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement. The Agreement does not give Enterprise Customer any rights, implied or otherwise, to any data, content, or intellectual property of Internet2, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement.

(c) Enterprise Customer shall comply with the requirements and limitations of the licenses from third party publishers concerning Enterprise Customer's Use of Third Party Software, to the extent such requirements and limitations are set forth in the applicable Internet2 NET+ Service Schedule.

10. Confidential Information.

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 10, as to Enterprise Customer's obligations, "Protected Entity" or "Protected Entities" shall mean Internet2 and Service Provider, and as to Internet2's obligations, "Protected Entity" or "Protected Entities" shall mean Enterprise Customer. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Internet2, for the purposes of this provision, Service Provider shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under the Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(b) Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by Applicable Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Applicable Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent

required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Enterprise Customer may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Enterprise Customer under the circumstances.

(c) The confidentiality obligations of Internet2 and Enterprise Customer set forth above in this Section 10 shall survive for a period of five (5) years after the expiration or earlier termination of the Internet2 NET+ Service Schedule, unless a longer period of time is required by Applicable Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the I2 Service Provider Business Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

11. Press Release; References

(a) To the maximum extent permitted by Applicable Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Enterprise Customer has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Enterprise Customer's style guidelines, to display Enterprise Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Enterprise Customer.

(b) For the avoidance of doubt, Section 11(a) is not meant to (i) restrict Service Provider and Internet2's respective rights under Section 2.4 of the I2 Service Provider Business Agreement or Enterprise Customer's rights under Section 2.5 of the I2 Service Provider Business Agreement; or (ii) prohibit either Party from disclosing the non-confidential portions of the I2 Service Provider Business Agreement (i.e., providing a copy of the non-confidential portions of the I2 Service Provider Business Agreement) to any Person.

12. Termination

(a) If either Party commits a material breach or default in the performance of such entity's obligations under the Agreement or, in the case of Enterprise Customer, Service Provider commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under the Agreement or the I2 Service Provider Business Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate any or all of the applicable Internet2 NET+ Service Schedules to which the material breach or default

relates, on written notice to the other entities at any time thereafter while the breach or default remains uncured.

(b) Each Party shall have the right to terminate the Agreement in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(c) If the I2 Service Provider Business Agreement terminates or expires, all obligations of Internet2 in respect of the I2 Service Provider Business Agreement under the Agreement (including under the corresponding Internet2 NET+ Service Schedule), other than Internet2's confidentiality obligations, shall immediately cease and the corresponding Internet2 NET+ Service Schedule shall be deemed to immediately terminate. Notwithstanding the foregoing, if the I2 Service Provider Business Agreement is terminated by Internet2 pursuant to Section 6.3 of the I2 Service Provider Business Agreement, Enterprise Customer shall continue to use and pay for the Services for the agreed upon term(s) in this Agreement pursuant to a separate agreement that shall be entered into between Service Provider and Enterprise Customer in substantially the same form as the Agreement (and including the operative terms from the I2 Service Provider Business Agreement), at the then current rates in effect for Enterprise Customer under the Agreement, with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year; or (ii) what is required under either the I2 Service Provider Business Agreement or the Agreement.

(d) Whenever a Party has an express right to terminate any Internet2 NET+ Service Schedule(s), unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Service Provider solely as a result of such termination. Notwithstanding anything to the contrary contained in any Internet2 NET+ Service Schedule, the termination of the Agreement shall, without limitation, cause all Internet2 NET+ Service Schedules to be terminated as of the date of termination of the Agreement. No refunds (including any pro rata refunds) will be provided in connection with any termination unless, and then only to the extent, Internet2 receives a corresponding refund from a Service Provider in connection with such Enterprise Customer.

(e) Upon termination of any Internet2 NET+ Service Schedule for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

13. Data Transfer upon Termination or Expiration.

(a) No later than three (3) business days prior to the expiration or earlier termination of the Services Term, Enterprise Customer shall contact Service Provider and inform Service Provider whether to disable Enterprise Customer's Account(s) and promptly Securely Delete the Enterprise Customer Data, or (ii) retain Enterprise Customer Data in Enterprise Customer's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Enterprise Customer may extract the data using the Service Provider API, or if Enterprise Customer elects to not utilize the API, it may also extract the data in any other reasonable manner.

(b) If Enterprise Customer does not make an election under Section 13(a) of these General Terms and Conditions in a timely manner (i.e., if Enterprise Customer fails to make an election under Section 13(a) at least three (3) business days prior to the expiration or earlier termination of the Services Term), Enterprise Customer shall not be deemed in breach of the Agreement and Enterprise Customer shall be deemed to have elected option (ii) under Section 13(a) such that Service Provider shall retain the Enterprise Customer Data in accordance with option (ii) under Section 13(a). If Enterprise Customer elects, or is deemed to elect, option (ii) under Section 13(a) of these General Terms and Conditions and requires the assistance of Service Provider in connection therewith, Enterprise Customer shall reimburse Service Provider for any applicable reasonable costs.

(c) On the Deletion Date, Service Provider shall disable the applicable Enterprise Customer's Account(s) and Securely Delete the Enterprise Customer Data. Commencing on the Deletion Date, Enterprise Customer shall not be able to extract the Enterprise Customer Data from Enterprise Customer's Account(s).

14. Miscellaneous.

(a) **Recitals.** The recitals set forth on page 1 of the Agreement are by this reference incorporated into and made a part of the Agreement.

(b) **Priority.** The provisions of the Agreement shall be treated in the following order of precedence in the event of any conflict: (1) the provisions contained in an Internet2 NET+ Service Schedule; (2) the provisions contained in the General Terms and Conditions; (3) the provisions contained in the main body of the Agreement.

(c) **Terms of Service.** Access and use of the Service Provider Platform and Service Provider Software by a User is contingent upon such User complying with the Terms of Service.

(d) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement except, with respect to Internet2, from Service Provider to the extent required by the I2 Service Provider Business Agreement; and (iii) the execution, delivery and performance of the Agreement does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

(e) Contractual Relationship.

(i) The Parties are entering into the Agreement as independent contracting parties. The Agreement shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Service Provider or to impose any partnership liability upon any Party or Service Provider. No officer, director, employee, Affiliate, agent or subcontractor retained by Service Provider to perform work on Enterprise Customer's behalf under the Agreement shall be deemed to be an employee or agent of Internet2 or Enterprise Customer.

(ii) Service Provider shall be deemed a third party beneficiary of the Agreement with respect to Enterprise Customer only (and not with respect to Internet2), and then with respect to

Enterprise Customer, only in connection with enforcing the obligations of Enterprise Customer under, and being able to bring claims against Enterprise Customer under, the Agreement. Therefore, without limiting any of Internet2's rights (including its rights to bring a claim based on a breach or alleged breach of the Agreement by Enterprise Customer), in the event of a breach or alleged breach of the Agreement by Enterprise Customer, Service Provider shall have the right to assert and pursue claims for breach of contract directly against Enterprise Customer, subject to the other terms and conditions of the Agreement. Enterprise Customer shall be deemed a third party beneficiary of the I2 Service Provider Business Agreement to the extent set forth therein. As a result, Enterprise Customer shall have the right to enforce the terms of the I2 Service Provider Business Agreement against Service Provider, subject to the other terms and conditions of the Agreement. Enterprise Customer hereby forever waives and relinquishes in favor of Internet2, and agrees not to assert, any claim it may have against Internet2 under or in connection with or arising out of the I2 Service Provider Business Agreement (including any third party beneficiary claim against Internet2 in connection with the I2 Service Provider Business Agreement). If the foregoing waiver by Enterprise Customer is held to be invalid under Applicable Law by a court of competent jurisdiction, then, Internet2's liability to Enterprise Customer in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 8(c) above.

(iii) Internet2 shall have the right to use Internet2 Contractor/Agents to perform any of its obligations or to act on behalf of Internet2. All actions of Internet2 Contractor/Agents in connection with the Agreement are attributable to Internet2 for all purposes under the Agreement. For the avoidance of doubt, Service Provider (which includes Service Provider Contractor/Agents) are not considered to be Internet2 Contractor/Agents for purposes of this Agreement. Enterprise Customer shall have the right to use independent contractors, subcontractors, or other non-employees ("Enterprise Customer Contractor/Agents") to perform any of its obligations or to act on behalf of Enterprise Customer. All actions of Enterprise Customer Contractor/Agents in connection with the Agreement are attributable to Enterprise Customer for all purposes under the Agreement.

(iv) Enterprise Customer shall not be deemed a third party beneficiary under any Network Services Agreement between Internet2 and Service Provider or under any Colocation Agreement between Internet2 and Service Provider. Neither Service Provider nor Internet2 shall have any liability to Enterprise Customer arising out of, and Enterprise Customer irrevocably and forever waives any and all rights to bring any claim, action, demand, suit or proceeding of any kind against Service Provider or Internet2 arising out of, any Network Services Agreement, or any Colocation Agreement, between Service Provider and Internet2.

(f) **Notices.** Any notice or other communication under the Agreement given by any Party or Service Provider to the others shall be in writing and shall be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Service Provider with a confirmation telephone call, in each case specifically referencing a notice given under the Agreement, provided, however, that a copy of any notice asserting a material breach or default or terminating the Agreement shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth in Exhibit C (or to such changes of address of which one Party or Service Provider notifies the others in accordance with the foregoing).

(g) **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of the Agreement or to exercise any rights or remedies under the

Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

(h) **Assignment.** Except as provided in the next sentence, neither Party nor Service Provider shall directly, indirectly, by operation of law or otherwise assign all or any part of the Agreement or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Service Provider shall have the right to assign or transfer all of its rights or obligations under the Agreement (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of the Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, the Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and Service Provider and their respective successors and permitted assigns. This Section 14(h) is not intended to limit either Party's rights or obligations under Section 14(e)(iii) of these Terms and Conditions or Service Provider's or Internet2's similar rights under the I2 Service Provider Business Agreement.

(i) **Integration.** The Agreement, including all Exhibits and Schedules which are attached to the Agreement (including this Exhibit A) and incorporated herein by this reference, together with any other Exhibits and Schedules which may hereafter be attached hereto in accordance with the terms of the Agreement, and all applicable terms of the I2 Service Provider Business Agreement in effect on the date the NET+ Service Schedule is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. The Agreement shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Enterprise Customer Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by an Enterprise Customer in connection with the Agreement or a NET+ Service Schedule, or the subject matter therein ("Enterprise Customer Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of the Agreement, or otherwise altering the obligations or rights of the Parties or Service Provider as set forth in the Agreement or the I2 Service Provider Business Agreement unless such Enterprise Customer Purchase Order is signed by Internet2 and this provision 14(i) is expressly referenced and waived by Internet2, and then only to the extent expressly waived therein, in which event any addition, deletion or other modification to the Agreement will only be as expressly set forth in such Enterprise Customer Purchase Order executed by Internet2 and then only to the extent expressly waived by Internet2 therein.

(j) **Severability.** If any provisions of the Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

(k) **Governing Law; Dispute Resolution.** The Agreement and the rights and obligations of the Parties and Service Provider hereunder shall be governed by the law of the state in which Enterprise Customer's main campus is located ("Governing Law"), without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in courts of competent jurisdiction in the state in which Enterprise Customer's

main campus is located, following good-faith efforts by the Parties and, if applicable, Service Provider, to negotiate a resolution; and, Enterprise Customer, Internet2 and Service Provider hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.

(l) **Survival.** The provisions of the Agreement that by their nature are continuing shall continue in full force and effect and shall bind the parties beyond any termination, cancellation or expiration of the Agreement, except as prohibited by Applicable Law.

(m) **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

(n) **No Drafting Presumption.** Each Party acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of the Agreement and agrees that the Agreement shall not be construed either in favor of or against either Party or Service Provider by virtue of the extent of the Parties' or Service Provider's involvement in preparing or reviewing the Agreement.

(o) **Good Faith.** The Parties and Service Provider shall act in good faith with respect to each provision of the Agreement and any dispute that may arise related hereto.

(p) **Counterparts; Signature by Electronic Means.** The Agreement, including each Internet2 NET+ Service Schedule, may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by electronic means, facsimile, or a PDF shall be considered an original for purposes of the Agreement.

(q) **SERVICE PROVIDER IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY ENTERPRISE CUSTOMER, AS SUCH TERM IS USED IN SECTION 8.2(a) OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.**

EXHIBIT B

Restrictions imposed by Governing Law on the automatic renewal of the Agreement

EXHIBIT C**Notices**

If to Service Provider:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
With (copy) to:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
If to Enterprise Customer:	[Contact]
With (copy) to:	[Contact]
If to Internet2:	UCAID/Internet2 100 Phoenix Drive, Suite 111 Ann Arbor, MI 48108 Attn: James A. Pflasterer, CFO E-mail: japflasterer@internet2.edu
With (copies) to:	UCAID/Internet2 1150 18th St NW, Suite 900 Washington, DC 20036 Attn: John S. Morabito, Esq. Vice President of External Relations and General Counsel and Arent Fox LLP 1717 K Street, NW Washington, DC 20006 Attn: Alan G. Fishel, Esq.

SCHEDULE A

Internet2 NET+ Service Schedule for Instructure Services

Additional Terms and Conditions:

1. **Initial Services Term.** The Initial Services Term shall commence on June 1, 2016 and continue for a period of five (5) years.

2. **Access to and Use of the Services.** Upon the execution of this Internet2 NET+ Service Schedule, Service Provider grants Enterprise Customer a limited, nonexclusive, nontransferable, worldwide, royalty-free, right for the duration of the Services Term, to: (a) access and use, and permit and enable Users to access and use, the Services; (b) appoint Enterprise Customer Administrators to manage access to and use of the Service Provider Platform; (c) permit and enable Users to access and use the Documentation provided in connection with the use of the Services; (d) use the API and any Documentation (Service Provider shall provide Enterprise Customer with all Documentation reasonably necessary for appropriate and full use of Services); and (e) use the API with Enterprise Customer Applications. The foregoing rights are subject to Enterprise Customer's continuing compliance with the terms and conditions of the Agreement. The current general specifications for the Services and associated Accounts are contained in Exhibit 1 attached to this Schedule A, and also in Exhibit A to the I2 Service Provider Business Agreement.

3. **Additional Representations and Warranties of Service Provider.** See Exhibit 2 attached to this Schedule A.

4. **Fees.** The Fees payable by Enterprise Customer to the Invoicing Party for the Services are based on the rates, and as such may be changed to the extent permitted under the I2 Service Provider Business Agreement, set forth in the applicable Exhibits to the I2 Service Provider Business Agreement (some, but not all, information regarding Fees is also set forth in Exhibit 3 to Schedule A). The Invoicing Party shall be Internet2, except that the Invoicing Party shall be Service Provider for Fees in connection with the services described in Exhibit H to the I2 Service Provider Business Agreement.

5. **Incorporation by Reference.** All Exhibits attached to this Schedule A are hereby incorporated by reference and made a part of this Schedule A.

6. **Section 1(a) of the General Terms and Conditions.** Section 1(a) of the General Terms and Conditions is hereby replaced with the following:

The General Terms and Conditions shall apply on an individual basis to each NET+ Service that Enterprise Customer contracts for under the Agreement. Unless the context requires otherwise, when used with respect to a particular NET+ Service, "Service Provider" shall refer to the Service Provider that is providing such NET+ Service, "I2 Service Provider Business Agreement" shall refer to the I2 Service Provider Business Agreement between Internet2 and the Service Provider that is providing such NET+ Service. "Services" shall refer to the Services as defined in such I2 Service Provider Business Agreement; and "Other Deliverables" shall refer to any products, licenses, offerings or other deliverables of any kind, if any, that are not included in the definition of Services but that are provided by Service Provider to Enterprise Customer in connection with the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule and are identified as "Other Deliverables" in the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule. The Services and Other Deliverables shall collectively be referred to herein as the "Deliverables." For the avoidance of doubt, with respect to this Internet2 NET+ Service Schedule, there are no "Other Deliverables" as such term is defined in Section 1(a) of the General Terms and Conditions, and therefore all references in the General Terms and Conditions to "Deliverables" shall be construed to mean just the "Services."

7. **Section 2(a) of the General Terms and Conditions.** Section 2(a) of the General Terms and Conditions is hereby replaced with the following:

The “**Initial Services Term**” during which Service Provider is to provide the Services to Enterprise Customer shall be three (3) years or longer, and is defined in Section 1 above. Unless otherwise terminated as provided for in the Agreement or the I2 Service Provider Business Agreement, the term during which Service Provider is to provide Services to Enterprise Customer shall automatically renew following the Initial Services Term for consecutive three (3) year periods (each a “**Renewal Services Term**”) unless (i) either Party provides the other Party with notice of its intent not to renew the Initial Services Term or the then-current Renewal Services Term, as the case may be, at least three (3) months prior to the end of the Initial Services Term or the then-current Renewal Services Term, as the case may be; or (ii) any such automatic renewal is prohibited by “**Governing Law**” (as defined in Section 14(k)). Enterprise Customer represents that it has accurately identified in Exhibit B any restrictions imposed by Governing Law on the automatic renewal of agreements to which Enterprise Customer is a party.

8. Section 8(c) of the General Terms and Conditions. Section 8(c) of the General Terms and Conditions is hereby replaced with the following:

To the extent permitted by Governing Law, the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer under the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider’s liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider’s liability shall be limited to the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event except with respect to a material breach of Section 8 of the I2 Service Provider Business Agreement, in which case Service Provider may be liable for up to three (3) times such amount. In the case of Internet2’s liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2’s liability shall be limited to the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer’s liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer’s liability shall be limited to the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event, (the “**Damages Cap**”). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

9 Section 8(d) of the General Terms and Conditions. Section 8(d) of the General Terms and Conditions is hereby replaced with the following:

Notwithstanding the foregoing:

(i) as to Internet2 and Service Provider, respectively, such monetary limitations on liability in Section 8(c) shall not apply: (A) to the indemnification obligations of Service Provider or Internet2 under Section 5.2 of the I2 Service Provider Business Agreement; (B) to liability for damages caused by the gross negligence or willful misconduct of Internet2 or Service Provider; (C) to liability for personal injury or death caused by the negligence of Internet2 or Service Provider; (D) to fraudulent misrepresentation by Internet2 or Service Provider; or (E) to violation by Internet2 or Service Provider of Enterprise Customer’s Proprietary Rights; and

(ii) as to Enterprise Customer, to the extent permitted by Governing Law and without waiver of sovereign immunity, if applicable, such monetary limitations on liability in Section 8(c) shall be modified and limited to three (3) times the Damages Cap with respect to liability for Enterprise Customer for: (A) to liability for damages caused by the gross negligence or willful misconduct of Enterprise Customer; (B) to liability for personal injury or death caused by the negligence of Enterprise Customer; (C) to fraudulent misrepresentation by Enterprise Customer; or (D) to violation by Enterprise Customer of Internet2’s or Service Provider’s Proprietary Rights.

Enterprise Customer's exclusive remedy and Service Provider's sole obligation for breach of the Service Availability commitment will be for Service Provider to provide credits as provided in Exhibit C to the I2 Service Provider Business Agreement.

10. **Section 12(c) of the General Terms and Conditions.** Section 12(c) of the General Terms and Conditions is hereby replaced with the following:

If the I2 Service Provider Business Agreement terminates or expires, all obligations of Internet2 in respect of the I2 Service Provider Business Agreement under the Agreement (including under the corresponding Internet2 NET+ Service Schedule), other than Internet2's confidentiality obligations, shall immediately cease and the corresponding Internet2 NET+ Service Schedule shall be deemed to immediately terminate. Notwithstanding the foregoing, if the I2 Service Provider Business Agreement is terminated by Internet2 pursuant to the exercise of an express right of termination for convenience under the I2 Service Provider Business Agreement, Enterprise Customer shall continue to use and pay for the Services for the agreed upon term(s) in this Agreement pursuant to a separate agreement to be entered into between Service Provider and Enterprise Customer in substantially the same form as the Agreement (and including the operative terms from the I2 Service Provider Business Agreement), at the then current rates in effect for Enterprise Customer under the Agreement, with no rate increase for at least a period of time that is equal in duration to what would otherwise be the balance of the first three (3) Contract Years, and, with respect to any subsequent years (i.e., beyond the first three (3) Contract Years already contracted for under the Agreement), the rates applicable to Enterprise Customer's use of the Services shall be at the then current rates offered by Service Provider or at any other rates agreed to by Service Provider and Enterprise Customer.

11. **Confidentiality regarding I2 Service Provider Business Agreement.** Enterprise Customer agrees to not disclose the terms of the I2 Service Provider Business Agreement to any third-party that is not a Qualified Person unless required by law (e.g., through a FOIA request), as necessary to protect its legal rights, if such information becomes public through other sources, or as otherwise permitted in connection with disclosure of Confidential Information under Section 10 of the General Terms and Conditions.

12. **Uses of Certain Terms.** Uses of terms such as "we" and "our" in the Exhibits to this Agreement and the I2 Service Provider Business Agreement are meant to refer to Service Provider, not Internet2.

13. **Applicability.** For the avoidance of doubt, these additional terms and conditions set forth above in this Schedule A apply only to this Internet2 NET+ Service Schedule.

SCHEDULE A CONTINUED

ACCEPTED AND AGREED:

Missouri University of Science and Technology

By: [Signature]
Name: Tony A. Hall
Title: AVP/CPO
Date: _____

University Corporation for Advanced Internet
Development and Learning

By: [Signature]
Name: James A. Pfisterer
Title: CFO
Date: _____

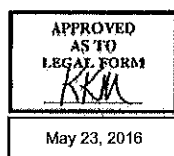


EXHIBIT 1 to Schedule A**General Specifications of the Services****A.1 The Service Provider Platform**

Canvas is the Instructure-hosted, cloud-based implementation of our open source Canvas LMS. Canvas includes features not available with the open source product, including access to third-party integrations, Instructure's technical and user support, and a suite of mobile applications and course content migration tools.

A.1.1 Features and Functions

Table 1 provides a current overview of the advanced LMS features and functionality provided by Canvas, which may change over time.

Table 1 Canvas Features and Functions

Feature	Description
Accessibility	Compliant with Section 508 accessibility standards and the Web Accessibility Initiative (WAI) issued by the World Wide Web Consortium (W3C)
Analytics	Monitors student engagement, predicts success, and tracks students' learning outcomes and progress by pedagogical goals and desired outcomes
Announcement	Delivered automatically to the course activity stream of all users based on their notification preferences
Assignments	Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more
Browser-enabled	Compatible with Apple Safari 4+, Google Chrome, Microsoft Internet Explorer 8+, and Mozilla Firefox 3.5+
Calendar	Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications
Chat	Synchronous text, video, and audio chat provided via integration with Tinchat
Collaborations	Enable users to collaborate on projects using shared Canvas work spaces and tools such as Google Drive
Conferences	Integrated, synchronous webinars / video conferencing, whiteboard, and live chat
Discussions	Provide asynchronous (and near-synchronous) threaded public discussions, subject posting, and replies, which can be graded
ePortfolios	Students can create public or private ePortfolios to display and reflect on notable coursework

Feature	Description
Files repository	Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality
Gradebook	Automatically generated and updated based on course assignments and assessments which are linked with the gradebook and the integrated feedback features
Grades	Assignments and Quizzes can be scored by points, percentages, letter grades, and complete/incomplete
Integrations	Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services
Learning outcomes	Learning outcomes can be aligned to rubrics for institution-wide initiatives such as academic standards and accreditation
Mobile access	Accessible from browser-enabled mobile devices
Modules	Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence
Native cloud service	Architected for the cloud
Pages	Create flexible, customizable course pages with wiki functionality using the Rich Content Editor
People	Includes the course roster and contact information for students, instructors, and TAs
Quizzes	Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types.
Reports	Can be tailored to show ordered learning outcomes and rubrics that cover multiple courses, departments, or the entire institution
Rich Content Editor	WYSIWYG and HTML editor used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and URL links
Rubrics	Created from sets of instructor-defined criteria to provide a structured, consistent, and prescriptive framework for assessment
SpeedGrader™	Enables instructors to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks
Syllabus	Course calendar changes automatically update the course syllabus
User profile	Includes optional user photo, language preference, time zone, contact methods, registered web services, and other options

EXHIBIT 2 to Schedule A

Additional Terms of Service Provider

Additional Terms

“User(s)” means, as to any Enterprise Customer, any individual, including a teacher, student, employee, or administrator of Enterprise Customer, who is utilizing the Services through an Enterprise Customer.

1. USE OF SERVICE.

- (a) **Service Provider Responsibilities.** Service Provider will provide support for the Service Provider Platform in accordance with Service Provider’s “Support Terms,” which are currently located at <https://www.canvaslms.com/policies/support-terms> (“Support”), which is included as Exhibit D in the Internet2 Service Provider Business Agreement. Enterprise Customer’s order shall specify any level of Support that Enterprise Customer wishes to purchase beyond the basic Support provided with any order.
- (b) **API Access.** Service Provider will provide access to its application-programming interface (“API”) as part of the Service Provider Platform for no additional fee. Subject to the other terms of this Agreement, Service Provider grants Enterprise Customer a non-exclusive revocable license to operate the API under the terms of the “Service Provider Canvas API Policy,” which is currently located at <https://www.canvaslms.com/policies/api-policy>, only for purposes of interfacing Enterprise Customer’s applications or services with the Service Provider Platform.
 - (i) **Reverse Engineering.** Enterprise Customer may not reverse engineer the API or use it in a manner (in each case, as reasonably determined by Service Provider) that exceeds reasonable request volume; constitutes excessive or abusive usage; or fails to comply with API protocols or with any part of the API.
 - (ii) **Changes.** Service Provider may change or remove existing endpoints or fields in API results upon at least thirty (30) days notice to Enterprise Customer, but Service Provider will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Service Provider may add new endpoints or fields in API results without prior notice to Enterprise Customer.
 - (iii) **Access.** Service Provider will maintain and provide access to an API, unless it terminates the API for all Enterprise Customers, with notice, as it is not technically feasible or economically viable to continue granting access to the API.

With respect to Sections 1(b)(i)-(iii) above, Enterprise Customer has the option of terminating any or all outstanding orders for the Services without further liability of any kind to Service Provider if the change by Service Provider to the API materially adversely impacts Enterprise Customer’s use of the Service Provider Platform or Service Provider Software to the extent that it is impracticable for the Enterprise Customer to conduct its operations (e.g., offering courses) through the Service Provider Platform; provided that if Enterprise Customer desires to exercise this option to terminate any or all outstanding orders, it must notify Service Provider at least 90 days prior to the effective date of such termination referenced at the beginning of this paragraph, provide a 60 day cure period (i.e., a period during which Service Provider may wish to take actions necessary to resolve Enterprise Customer’s concerns), and except for a pro-rata refund of any prepaid subscriptions fees, Service Provider shall not be liable for any costs, losses, or damages sustained by Enterprise Customer as a result of any change or termination of the API license by Service Provider.

2. WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

- (a) **Service Warranty.** Service Provider warrants: (i) that the features and functionalities of the Service Provider Platform will materially conform to the description thereof currently located at <https://www.canvaslms.com/>; and (ii) that while the Service Provider Platform may change from time to time, there will be no material decrease in the Service Provider Platform during any term.
- (b) **Support Warranty.** Service Provider warrants: (i) that its Support shall at all times materially conform to its “Support Terms” currently located at <https://www.canvaslms.com/policies/support-terms>; (ii) that the quality and competence of its Support personnel shall meet or exceed industry standards; and (iii) that while its Support may change from time to time, there will be no material decrease in the quality of its Support during any term.

- (c) **Service Availability.** Service Provider shall use commercially reasonable efforts to maintain the online availability of the Service Provider Platform and the APIs for a minimum period of time as provided below (excluding scheduled outages, force majeure, and outages that result from any Enterprise Customer or user technology issue):

99.9% Annual Availability Percentage over a trailing 365-day period (i.e., the then immediately preceding 365-day period)

This service level commitment is our committed availability of Service Provider Platform over a trailing 365-day period (excluding scheduled outages, force majeure, and outages that result from any Enterprise Customer or user technology issue).

- If Enterprise Customer has been using the Service Provider Platform for less than 365 days, the preceding 365 days still will be used but any days prior to Enterprise Customer's use of the Service Provider Platform will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

To qualify for a service credit, Enterprise Customer must send an email to Service Provider at sla-request@instructure.com within the month the Enterprise Customer becomes eligible for the credit or 30 days after the Enterprise Customer becomes eligible for the credit. Enterprise Customer must also include the following information: (i) Enterprise Customer name and contact information, (ii) date and beginning/end time of the outage, (iii) a brief description and characteristics of the outage, and (iv) the end user location and internet service provider used to access the Service Provider Platform.

An Enterprise Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. For example, if a customer pays \$12,000 for its annual subscription fee and the Service Provider Platform availability falls below 99.9% for the then preceding 365-day period, the maximum amount of credit a Customer shall receive for that claim is \$1,000.

This credit is calculated by taking the number of hours that the Service Provider Platform was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee.

- (d) **LIMITED REMEDY.** Enterprise Customer's exclusive remedy and Service Provider's sole obligation for breach of the availability warranty in 2(c) only (and not with respect to any other claims) will be for Service Provider to provide a credit as provided above (if this Agreement is not renewed, then a refund); provided that Enterprise Customer notifies Service Provider of such claim within the month the Enterprise Customer becomes eligible for the credit or within 30 days following the end of the month the Enterprise Customers becomes eligible for the credit.
- (e) **Third Party Links and Third-Party Services Disclaimer.** The Service Provider Platform may contain links to third-party web sites (including without limitation, links provided by instructors) or may access third-party services (including without limitation, turnitin.com and Google Docs). Without prejudice to Section 1(a) above, such sites and services are not under the control of Service Provider, and Service Provider is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party services.

3. PROPRIETARY RIGHTS.

- (a) **Reservation of Rights by Service Provider.** The software, workflow processes, user interface, designs, know-how, licensed software and documentation, and other technologies provided by Service Provider as part of the Service Provider Platform are the proprietary property of Service Provider and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Service Provider.
- (b) **Feedback.** Enterprise Customer, and each User (to the extent Enterprise Customer has such right), hereby grants Service Provider an irrevocable, royalty-free perpetual license to all feedback, suggestions or ideas provided to Service Provider regarding the Service Provider Platform.

EXHIBIT 3 to Schedule A**Fees**

Pricing for Net+ Canvas (which includes the Service Provider Platform and Service Provider Software) is based on a one-time implementation fee and on annual subscription fees calculated by multiplying (i) an Enterprise Customer's student FTE Count as declared by the Enterprise Customer, as long as a reputable and published source exists that supports such declaration (such as IPEDS), by (ii) a tiered annual per-FTE subscription fee (the phrase "FTE Count" as used in any exhibit in the Agreement (including this Exhibit) or the I2 Service Provider Business Agreement shall mean the student FTE count as described above in this sentence, and the term "FTE" as used in any exhibit in the Agreement (including this Exhibit) or the I2 Service Provider Business Agreement shall mean only those students included in the FTE Count). For the avoidance of doubt, and notwithstanding anything to the contrary elsewhere in the Agreement, or the I2 Service Provider Business Agreement, there is no separate fee or charge for any appropriate staff, faculty or instructor Users to use the Service Provider Platform and Service Provider Software in the performance of their responsibilities to, or in connection with their employment with, the Enterprise Customer, all of whom also have the right to access and use the Service Provider Platform (in addition to students), but none of whom (e.g., staff, faculty or instructors) will count in the FTE Count or be considered FTEs for purposes of calculating Fees.

Subscription and Implementation Fee

Canvas Product	Year 1	Year 2	Year 3	Year 4	Year 5
Canvas LMS Annual Subscription Fees for 7,152 FTE @ \$8.82/FTE ¹	\$ 63,081	\$ 63,081	\$ 63,081	\$ 63,081	\$ 63,081
One-Time Implementation Fee	Included in Pilot	N/A	N/A	N/A	N/A
Mobile Applications	Included	Included	Included	Included	Included
Video: (Asynchronous and Synchronous)	Included	Included	Included	Included	Included
Learning Outcomes	Included	Included	Included	Included	Included
ePortfolio	Included	Included	Included	Included	Included
Course Migration Assistance	Included	N/A	N/A	N/A	N/A
Standard Training Package	Included	N/A	N/A	N/A	N/A
<i>Optional Additional Onsite Training @ \$2,250/day plus Travel Expenses</i>	Optional	Optional	Optional	Optional	Optional
<i>Optional Additional Online Training @ \$750/day</i>	Optional	Optional	Optional	Optional	Optional
<i>Optional Premium Support @ 20% of Subscription Fee/Year⁵ or \$10,000 min</i>	\$12,616	\$12,616	\$12,616	\$12,616	\$12,616
<i>Optional Tier 1 Support Set Up Fee @</i>	N/A	N/A	N/A	N/A	N/A

\$12,000					
<i>Optional Tier 1 Annual Support Fee @ \$3.50 per FTE or \$10,000 min</i>	Optional	Optional	Optional	Optional	Optional
<i>Optional Additional Storage: \$0.50/500MB/user/Year</i>	Optional	Optional	Optional	Optional	Optional
<i>Optional Custom URL @ \$1,500</i>	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
<i>Optional Professional Services</i>	Optional	Optional	Optional	Optional	Optional
Total by year	\$ 77,197	\$ 77,197	\$ 77,197	\$ 77,197	\$ 77,197
Total Contract Value					\$ 385,985

*As more Internet2 institutions (e.g., members of Internet2) enroll in NET+ Canvas, the per-FTE subscription fee will decrease. At least 40 Internet2 institutions must enroll to get the benefit of waterfall pricing set forth in Table E-2 in Exhibit E of the I2 Service Provider Business Agreement. FTE count is based on individual institutions and not aggregated together. For example, if 15 Internet2 institutions enroll at the same time, each Internet2 institution shall receive a per-FTE fee based on its own institution's FTE count.

For the avoidance of doubt, as to any then existing Enterprise Customers, any changes to per-FTE subscription fees (i.e., because of the addition of Internet2 institutions) based on waterfall pricing shall take place at the time of renewal of their Enterprise Customer Term (unless the last sentence of this paragraph becomes applicable). For each Enterprise Customer, at the time(s) an Enterprise Customer Term is renewed, such Enterprise Customer will receive the waterfall pricing (which is the pricing set forth in Table E-2 of the I2 Service Provider Business Agreement) in effect at the time of renewal, subject to the price changes specified in Section 4.1 of the I2 Service Provider Business Agreement. Moreover, if Internet2 reduces the costs of Amazon Web Services the waterfall pricing may be reduced and applied to the Enterprise Customer at the time of the annual agreement anniversary date of such Enterprise Customer's Enterprise Customer Term.

For all purposes in connection with the Agreement (including this Exhibit), and the I2 Service Provider Business Agreement, the phrase Internet2 institution(s) (or Internet2 Institution(s)) shall be construed to mean any "Enterprise Customer(s)" as such term is defined in the I2 Service Provider Business Agreement.

EXHIBIT 4 to Schedule A

Notices

If to Service Provider:	Attn: [Legal Department] 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121
With (copy) to:	Attn: [CFO] 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121