

Exhibit C
EXAMPLE FORM ONLY – NOT REFLECTIVE OF ANY AGREEMENT

INSTRUCTURE

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

Institution Participation Agreement

Order #: Q-00966-1
Date: 6/1/2015

Customer Information

| | | |
|-----------------|-----------------------------------|---------|
| Customer | Participating Institution | Contact |
| Address | Participating Institution address | Phone |
| City | California | Email |
| State/Province | 95965 | |
| Zip/Postal Code | | |
| Country | | |

Recurring

| Description | Metric | Category | Start Date | End Date | Qty | Price | Ext. Price |
|--------------------------------------|------------|-------------------------|------------|------------|-----|-------|------------|
| Canvas Cloud Subscription | FTE | Cloud SaaS Subscription | MM/DD/YYYY | MM/DD/YYYY | 0 | \$0 | \$0 |
| Daytime Tier 1 Support | Per Minute | Support | MM/DD/YYYY | MM/DD/YYYY | 0 | \$0 | \$0 |
| Weekends and Evenings Tier 1 Support | Per Minute | Support | MM/DD/YYYY | MM/DD/YYYY | 0 | \$0 | \$0 |
| Year 1 Sub-Total | | | | | | | \$0 |
| Recurring Total | | | | | | | \$0 |

Non-Recurring

| Description | Metric | Category | Start Date | End Date | Qty | Price | Ext. Price |
|-------------------------|--------------------|----------------|------------|----------|-----|-------|------------|
| Standard Implementation | Per Implementation | Implementation | | | 0 | \$0 | \$0 |
| Year 1 Sub-Total | | | | | | | \$0 |
| Non-Recurring Total | | | | | | | \$0 |

| | |
|--------------|-----|
| Grand Total: | \$0 |
|--------------|-----|

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| Canvas |
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| Deliverables |
| Two-hour remote webinar on administering Canvas, for LMS administrators. |
| Two-hour remote webinar on teaching in Canvas, for teachers and instructional designers. |
| One-hour remote webinar on support functions in Canvas, for local support staff. |
| 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, Shibboleth, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration. The District makes a preferential requirement for Shibboleth/SAML 2.0 to support a systemwide Federated ID |
| 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. One-hour consulting on organizational structure of Canvas. |

Canvas FTES

| Description |
|--|
| FTES means the number of full-time equivalent students calculated in accordance with the Total FTES of the most recent year available from the California Community Colleges Chancellor's Office Datamart. |

Terms and Conditions

This Institution Participation Agreement ("IPA") is hereby made and entered into by and between Instructure, Inc. ("Subcontractor") and the entity agreeing to these terms and identified in the signature line below ("Participating Institution") with respect to the Participating Institution's use of the fully hosted learning management system (LMS) provided as a subscription cloud service over the Internet and commonly known as Canvas (the "Work" as that term is more specifically defined in the Subcontract Agreement).

WHEREAS, the Butte-Glenn Community College District ("District") on behalf of its sponsored program, the California Community Colleges Technology Center, ("CCCTC"), has been awarded a Subaward Agreement from the Foothill-De Anza Community College District ("Subaward") under a Grant Agreement from the California Community Colleges Chancellor's Office, Grant Agreement number 14-082-001, ("Grant Agreement") (hereinafter collectively "Subaward" and "Grant Agreement" referred to as "Prime Agreement"), for the purpose of performing work for the project entitled Online Education Initiative (hereinafter referred to as "Project");

WHEREAS, the Grant Agreement authorizes the District to select and contract with a subcontractor to provide certain Work for the Project;

WHEREAS, the District selected Subcontractor and entered into a Subcontract Agreement dated June 15, 2015 ("Subcontract Agreement") for the performance of the Work described in the Subcontract Agreement;

WHEREAS, a community college in California may contract for certain Work identified in the Subcontract Agreement by entering into an IPA which designates the specific scope of services for the institution that will be funded by the Grant Agreement;

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WHEREAS, The Participating Institution desires to enter into a IPA with Subcontractor; and

WHEREAS, this IPA is intended to set forth the specific scope of services (within the Work identified in the Subcontract Agreement) selected by the Participating Institution and authorize Subcontractor to seek payment from the District for such services, and

WHEREAS, the Subcontractor and Participating Institution acknowledge that the District is not a party to this IPA, but does have certain responsibilities related to this IPA as defined the Prime Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE.** The purpose of this IPA is to define the roles and responsibilities of the parties hereto as it relates to the Work.
 2. **APPLICABILITY OF SUBCONTRACT AGREEMENT.** This IPA is governed by the terms of the Subcontract Agreement, which terms are incorporated into this IPA for all purposes, including specifically the terms of the Addendum which set forth terms related to subscription services.
 3. **IPA.** The Participating Institution authorizes Subcontractor to submit this IPA to the District identifying the specific scope of services selected by the Participating Institution, the start date for such services, the value for such services and the term of the IPA. The IPA authorizes the District to pay for the services identified in the IPA on behalf of the Participating Institution to the extent the services are consistent with the Work set forth in the Subcontract Agreement.
 4. **CONTINUING WORK WHERE GRANT FUNDING NOT AVAILABLE.** In the event the Subcontract Agreement is cancelled due to unavailability of funds, or only partial grant funding is available for the scope of services identified in the IPA, the Participating Institution may elect to continue services or pay for the unfunded portion of the services under this IPA by paying Subcontractor directly for such Work.
 5. **SERVICES OUTSIDE SCOPE OF WORK.** Any additional services not within the Work defined in the Subcontract Agreement shall be subject to a separate agreement between Participating Institution and Subcontractor and shall not be paid for by the District.
 6. **COMPLIANCE WITH LAWS.** Performance of all obligations under this IPA shall be in compliance with all applicable laws and regulations including, but not limited to the observance of all laws and regulations relating to the privacy of information provided by the Participating Institution or its users.
 7. **TERM OF IPA.** This IPA shall commence upon the date of final signature ("Effective Date") and shall continue through the date identified in the above. Subcontractor shall generate a new IPA for each additional term.
 8. **TERMINATION.** Except as set forth in Section 9.C. below, this IPA may be terminated by Participating Institution providing written notice to Subcontractor upon termination of the Subcontract Agreement between District and Subcontractor.
 9. **GENERAL PROVISIONS**
 - A. **AMENDMENTS.** This IPA may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this IPA which are mutually agreed upon by and between the parties to this IPA shall be incorporated by written instrument, signed and dated by both parties.
 - B. **INDEMNIFICATION.** Participating Institution shall defend, indemnify and hold Subcontractor, District, CCCC and their officers, employees and agents harmless from and against any and all third party claims for liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this IPA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the gross negligence or intentional acts or omissions of Participating Institution, its officers, employees or agents. Subcontractor shall defend, indemnify and hold Participating Institution, District, CCCC and their officers, employees and agents harmless from and against any and all third party claims for liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this IPA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the gross negligence or intentional acts or omissions of Subcontractor, its officers, employees or agents.
 - C. **FUNDS UNAVAILABLE.** This IPA may be terminated immediately by the Participating Institution if funds
- BGCCD-INSTRUCTURE INC. SUBCONTRACT AGREEMENT EXHIBIT C IPA (Final 6-11-15; Updated 8-17-15)

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become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination as required in paragraph 9.G. of this IPA. The Participating Institution warrants that the appropriation of funds for the Work is based upon a grant that is beyond the control of Participating Institution. No refunds shall be made for any pre-paid fees.

- D. **PUBLICITY.** Participating Institution agrees to allow Subcontractor 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 Participating Institution's trademark guidelines and policies.
- E. **ENTIRETY OF AGREEMENT.** This IPA, including the Addendum to the Subcontract Agreement, contains the entire agreement and understanding between the Subcontractor and the Participating Institution and supersedes all prior oral or written representations and agreements with respect to the subject matter herein.
- F. **APPLICABLE LAW/REMEDIES.** This IPA shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
- G. **NOTICES.** Notices under this IPA will be in writing and delivered personally, or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, and shall be made to the addresses listed above:

With copy to:

California Community Colleges Technology Center
Butte-Glenn Community College District
ATTN: Bruce Racheter
3535 Butte Campus Drive
Oroville, CA 95965

- H. **SEVERABILITY.** If any term, provision, covenant, or condition of this IPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the IPA shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- I. **COUNTERPARTS.** This IPA may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- J. **NON-WAIVER.** No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.
- K. **AUTHORITY.** The parties to this IPA warrant that the person signing this IPA on its behalf is authorized to enter into this IPA.
- L. **TERMS AND CONDITIONS.** The parties to this IPA acknowledge that they have read and understood this IPA and the Subcontract Agreement completely, and will fully comply with all terms and conditions of this IPA set forth herein.

Participating Institution

Instructure, Inc.

| | |
|------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

| | |
|------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |