



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

Order Form

Order: Q-453854-1

Date: 2025-05-16

Order Valid Through: 2025-06-30

Order Form for Kingsport City Schools

Bill to Information

Entity Name: Kingsport City Schools
Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Kingsport City Schools
Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Shipping Contact

Name: Michael Hubbard

Email: mhubbard@k12k.com

Phone: +1 423 378 2100

Billing Information

Billing Frequency: Annually Upfront Upon Start Date

Billing Frequency Term: Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S7	Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2025-07-01	2026-06-30	Recurring	User	5,200	USD 3.72	USD 19,344.00
S6	Individual Student Reports	2025-07-01	2026-06-30	Recurring	User	5,200	USD 0.25	USD 1,300.00
S5	Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - ELA;Math - 2	2025-07-01	2026-06-30	Recurring	User	550	USD 8.49	USD 4,669.50
S4	Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	2025-07-01	2026-06-30	Recurring	User	4,650	USD 8.49	USD 39,478.50
S1	Mastery Connect Bundled Subscription	2025-07-01	2026-06-30	Recurring	User	5,200	USD 5.81	USD 30,212.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 95,004.00	USD 0.00	USD 95,004.00
Total	USD 95,004.00	USD 0.00	USD 95,004.00

Reference	Products	Description
S12	Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Products	Description	Qty
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	5,200.00
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	5,200.00
Individual Student Reports	Mastery View Individual Student Reports	5,200.00
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - ELA;Math - 2	Mastery View Predictive Assessments - Grade Levels	550.00
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 3;4;5;6;7;8;9;10;11	Mastery View Predictive Assessments - Grade Levels	4,650.00
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	5,200.00
Mastery Connect Subscription	Mastery Connect - Subscription	5,200.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of **5%** unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes:

This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments will be delivered via Mastery Connect (with GradeCam).

Grade 2 = ELA and Math

Grades 3-5 = ELA, Math, and Science

Grades 6-8 = ELA, Math (including middle school Algebra I and Geometry) , Science, and SS

High School = 3 test a year (traditional) or 2 tests a semester (block) in Standard English I and II, Algebra I, Geometry, and Biology.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax:
Please Enter (Yes or No):	
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to ar@instructure.com

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Kingsport City Schools

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____