

Product and Feature-Specific Supplements to Instructure's Master Terms and Conditions

The below supplemental terms and conditions (each a "Supplement") apply to the extent that Customer purchases the corresponding product on an Order Form and/or utilizes the corresponding product features. These Supplements are incorporated into the Order Form and Instructure's Master Terms and Conditions located here: <https://www.instructure.com/policies/masterterms-conditions>, and together, form the "**Agreement**." Any capitalized terms used but not defined in any of the below Supplements shall have the meaning ascribed to such term in the Master Terms and Conditions.

Mastery Item Bank Product Supplement

This Mastery Item Bank Product Supplement applies to and governs one or multiple of Instructure's Services identified on the Order Form as a Mastery Item Bank Service (each, an "**Item Bank**" and together, the "**Item Banks**").

1. Item Bank License. Subject to the terms of this Agreement, Instructure grants to Customer a license to access and use the Item Bank product offerings set forth on the Order Form for the term specified on the Order Form for noncommercial purposes and only for students registered within Customer's schools/district(s) (the "**Territory**") for the sole purpose of performing formative assessments of those students (the "**Item Bank License**"). Pursuant to the Item Bank License, Customer acknowledges and agrees that certain parts of the Item Bank(s) may include material licensed by third parties to Instructure ("**Third-Party Content**") and that Instructure's rights in and to such Third-Party Content may not extend to Customer's Territory or may expire or otherwise terminate during the term of the Item Bank License. Any rights in and to Third-Party Content will at all times be limited and subject to Instructure's rights in and to the respective Third-Party Content, notwithstanding anything to the contrary in this Agreement. Throughout the term of the Item Bank License, Instructure will have the right, at its sole discretion, to modify the Item Bank(s), and to delete, and require the deletion by Customer, of specific Items and/or passages from the Item Bank(s).

2. Customer Item Bank Restrictions. Customer Agrees not to use the Item Bank(s): (1) unless Customer is an elementary, middle, and/or secondary school or school district in the United States, a state education agency or a state authorized educational information/service center that provides services and/or software to local educational entities), or a school outside of the United States using a United States based curriculum for English-speaking students; or (2) to promote any items in the Item Bank(s) as high-stakes assessments, where the results of high-stakes assessments are used for purposes other than improving instruction and student learning, such as graduation tests,

college admissions tests and teacher evaluation assessments. The Item Bank(s) in its/their entirety is/are protected by copyright laws. All rights, licenses and privileges not expressly granted to Customer under the Item Bank License will remain exclusive to Instructure. Without limiting the generality of the foregoing, Customer acknowledges that Instructure retains all rights under copyright and all other intellectual property rights in and to the Item Bank(s), all items included therein, all revisions, modifications, translations, or other adaptations or transformations of the Item Bank(s), including assessments, and other derivative works created there from (collectively the “**Derivative Works**”).

3. Termination of Item Bank License. Upon any termination of the Item Bank License granted hereunder, Customer’s access to the Item Bank(s) will be disabled and Customer and its Users must cease using such Item Bank(s) and all Derivative Works, including any printed copies of items and/or Derivative Works.

Mastery View Assessment Product Supplement

This Mastery View Assessment Product Supplement applies to and governs one or multiple of Instructure’s Services identified on the Order Form as a Mastery View Assessment Service (each, an “**Mastery View Assessment**” and together, the “**Mastery View Assessments**”).

1. Customer Mastery View Assessments Restrictions. Mastery View Assessments delivered via paper/pencil format or online through any delivery platform cannot be shared, duplicated, or reproduced in part or in whole without written permission of Instructure. Use of Mastery View Assessments is limited to students registered within the Customer’s schools/districts during the academic year in which the Mastery View Assessments are initially delivered for the sole purpose of delivering formative assessments to those students. Customer’s right to access and use Mastery View Assessments in paper or electronic format shall be limited to use in Customer’s classrooms and shall be limited to review and instructional purposes for those registered students within such classroom in the academic year of assessment delivery. **The Customer does NOT have any right to reproduce the tests in whole nor to dissect and reproduce any questions from the Mastery View Assessments individually; distribute copies of the assessments in whole or any individual questions from the assessment; prepare derivative works of the assessments or the questions individually; import or otherwise load the assessments in whole or any of the questions individually to any internal or external item bank or question data warehouse; upload any assessments in whole or questions individually to any platform partner “community boards”; or publicly display the assessments or questions outside Customer’s classrooms.**