

INSTRUCTURE

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

Services Order Form

Order #: Q-13580-1
Date: 3/23/2016

Customer Information

Customer Address	Blue Mountain Community College 2411 NW Carden Avenue	Contact Phone	Bruce Kauss (541) 278-5763
City	Pendleton	Email	bkauss@bluecc.edu
State/Province	Oregon	Billing Contact	
Zip/Postal Code	97801-0100	Billing Phone	
Country	United States	Billing Email	

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2016	6/30/2017	1,751	USD 25.65	USD 44,913
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2016	6/30/2017	1	USD 8,982.63	USD 8,983
Tier 1 Support	User	Support	7/1/2016	6/30/2017	1,751	USD 6,128.50	USD 6,129
Year 1 Sub-Total							USD 60,025
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2017	6/30/2018	1,751	USD 26.93	USD 47,154
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2017	6/30/2018	1	USD 9,430.89	USD 9,431
Tier 1 Support	User	Support	7/1/2017	6/30/2018	1,751	USD 6,128.50	USD 6,129
Year 2 Sub-Total							USD 62,714
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2018	6/30/2019	1,751	USD 28.28	USD 49,518
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2018	6/30/2019	1	USD 9,903.66	USD 9,904
Tier 1 Support	User	Support	7/1/2018	6/30/2019	1,751	USD 6,128.50	USD 6,129
Year 3 Sub-Total							USD 65,551
Recurring Total							USD 188,290

Non-Recurring							
Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Enhanced Implementation	Per Implementation	Implementation			1	USD 18,000.00	USD 18,000
Onsite Training (2 Day)	Per Each	Training			1	USD 4,000.00	USD 4,000
Professional Services - Non-Recurring	Per Event	Professional Services			250	USD 32.00	USD 8,000
Year 1 Sub-Total							USD 30,000
Non-Recurring Total							USD 30,000

Grand Total:	USD 218,290.00
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Canvas
Deliverables
Access to unlimited instructor-led online training for up to 20 named users for 90 days from contracted date.
Migration of up to 1,000 courses from currently supported formats*. For content that is not supported, Instructure will provide best practices on how to migrate into Canvas, if available. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/2.1.3 Package, D2L, Moodle 1.9/2.x .zip file
As needed, your implementation will include the following: Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy. Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration. Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page. Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.
One onsite day with a Canvas trainer for customized training. Includes travel expenses.
Implementation Consultant to take a remote project management role by providing a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with client staff. Customized project plan to complete all tasks in ten to twelve weeks. May extend to a total of 24 weeks as necessary to accommodate institutional needs and resource availability. Internal marketing to drive adoption.

Canvas FTE
Description
FTE means the number of full-time equivalent students calculated in accordance with the definition published by the Integrated Postsecondary Education Data System.

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any year 1 recurring costs and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. All trainings are invoiced immediately and expire 12 months from the contract date. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

Duration: This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:

Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>

Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than 6/21/2016

Notes

Implementation to be invoiced upon signed contract. Subscription and support to be invoiced July 1, 2016, due net 30. 3 consecutive days of onsite training will be scheduled some time between May 9th - May 20th.

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Blue Mountain Community College

Signature:	<u>Celeste Insko</u>
Name:	<u>Celeste Insko</u>
Title:	<u>AVP Finance's Business Ops.</u>
Date:	<u>3/30/16</u>

Instructure, Inc.

Signature:	<hr/>
Name:	<hr/>
Title:	<hr/>
Date:	<hr/>

Instructure Standard Terms and Conditions

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

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. "Service" means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. "User" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
- 3. Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.
- 4. Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support ("Support") pursuant to the terms of Instructure's customer support, which is specified at <http://www.canvaslms.com/policies/support-terms>.
- 5. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees ("Fees") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.
- 6. Service Level Agreement.** Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer's sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
- 7. Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- 8. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
- 9. Aggregated Data.** As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.
- 10. Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUCTURE DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUCTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO

THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 18, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "Confidential Information" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

12. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "Instructure Intellectual Property" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. Customer Owned Content. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("Customer Content"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

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

16. Termination. Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

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

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

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other

party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

INSTRUCTURE

Statement of Work

Blue Mountain Community College eCollege Course Migration

This Statement of Work ("SOW") is governed by the terms and conditions of the Instructure Professional Services Agreement between the parties.

Submitted by:

Taylor Johnson
03/23/2016

Summary

Instructure's Professional Services ("Instructure") will provide Blue Mountain Community College ("the Customer") with a course content migration from eCollege into their instance of Canvas (bluecc.instructure.com). This process is conducted through a screen extraction tool developed by Instructure. The purpose of this document is to provide timeline, basic requirements, and pricing.

Project Approach

Instructure uses a collaborative project approach. The solution's deliverables will be produced in phases, referenced as milestones in this SOW.

Communication Plan

- After this SOW is signed, Instructure will review the project objectives, plans, and risks with Customer.
- Instructure will have consistent dialogue with Customer regarding overall status, project schedule, open issues, and risks.
- A project closing document will be provided to Customer after the solution is delivered.

Project Requirements - Customer

- eCollege login ID and password of a user enrolled as teacher in **EACH** course that will be migrated
- Mapping file (.csv format) needs to be provided to Instructure with the Canvas course SIS ID mapped to the corresponding eCollege course ID
 - Canvas course shells need to be created prior to migration (Instructure can create course shells if needed)

Development Timeline and Milestones

- Migration 1: (up to) 5 Courses
 - Start Date: within 5 business days from signed SOW
 - Completion Date: within 5 days of migration start
 - Migration will not begin until Customer project requirements (see above) have been received.
- Migration 2: Remaining courses (up to 250 courses)
 - Start Date: within 5 business days of sign off of migration 1
 - Completion Date: as soon as possible

Assumptions and Limitations

- Extraction tool functionality is completely dependent on the technical cooperation of eCollege. Downtime experienced by eCollege or blockage of user credentials provided to conduct this extraction will result in the inability to extract course information from eCollege and unplanned project delays.
- All course content may not be migrated from eCollege to Canvas. Instructure's Intent is to capture all course content, but it is likely that some content will not be migrated correctly due to various limitations with the format of course content in eCollege and how the content may appear in Canvas and migration tool content migration logic. Adjustments to such content will need to be made by Instructors or the Institution after the review and evaluation of the content in Canvas.
- A small percentage of courses may fail to migrate due to eCollege and migration tool logic. The Customer is responsible for manual migration of any failed courses.

Fees and Billing

Initial Implementation Costs

Description	Total Cost
Milestone 1: Test Migration 1 (up to 5)	\$500
Milestone 2: Bulk Migration (up to 250 courses)	\$7,500
TOTAL	\$8,000

Ongoing Hosting, Maintenance, and Support Costs

Project cost is a one time fee. There is no maintenance and support cost associated with the solution.

Acceptance and Delivery

Content will be directly imported to the Customer's production environment. Customer will verify course migration and will be responsible for failed course migration from eCollege to Canvas.

Expiration and Effective Date

This statement of work is subject to expiration. A signed copy must be returned to Instructure by **April 8th, 2016** or this SOW will no longer be valid. The Effective Date of this SOW is the date of the last signature below.

Agreed To and Accepted By

"Instructure"
Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, Utah, 84121

By: Celeste Inske
Name: Celeste Inske
Title: AVP Finance's Business
Operations
Date: 3/30/16

"Customer"

Instructure

By: Brandon Broschinsky
Name: Brandon Broschinsky
Title: Director Custom Solutions
Date: 3/30/16
Email:

Mailing address:

INSTRUCTURE

Statement of Work

Blue Mountain Community College Grade Publish LTI Application

This Statement of Work ("SOW") is governed by the terms and conditions of the Instructure Professional Services Agreement between the parties.

Submitted by:

Tyler Doxey
Created: March 9 ,2017
Revised: March 16, 2017

Summary

Blue Mountain Community College ("Customer") is engaging Instructure Professional Services ("Instructure") to provide an application which allows teachers to review, modify, and submit their students' grades to a student information system (SIS) on a section-by-section level ("the solution").

Project Approach

Instructure uses a collaborative project approach. The solution's deliverables will be produced in phases, referenced as milestones in this SOW and Appendix A.

Communication Plan

- After this SOW is signed, Instructure will review objectives, plans, and risks with Customer.
- Instructure will provide a written, weekly update to communicate status, schedule, open issues, and risks.
- A closing document will be provided to Customer after the solution is delivered.
- Additional communication (e.g., weekly calls, User Acceptance Testing status emails) may be required, depending on solution complexity.

User Stories

User stories briefly and simply describe the solution's users, what features they need, and why. They are the foundation for the solution's requirements, milestones, and test cases.

#	Description
1	As a teacher , I can enter midterm or final grades for each course section so that grade data for the period can be published.
2	As a teacher , I can publish midterm or final grades so that the grades can be used by the administrators to import into the SIS.
3	As a teacher or admin , I can view midterm or final grades submitted by a teacher so that I can see each student's grades.

Development Timeline and Milestones

Development will begin approximately 4-6 weeks after this agreement is executed. Instructure's base estimate is **8 total business days** to complete development and internal quality assurance.

Detailed descriptions of the solution's milestones and deliverables are included in Appendix A.

Assumptions

- Customer's SIS will consume the grade files that are posted to an SFTP or HTTPS location which is set up by Customer for this purpose.

Limitations/Exclusions

- The solution includes the standard Grade Publish application.

- Configuration requirements for the solution are listed in Appendix A.
- No other changes to the application's UI or functions are included in the scope of this SOW.
- A grading scheme must be set for each course for the Grade Publish LTI to function properly.
- Customer is responsible for ensuring the SIS can consume the CSV file.
- Grade modifications made in the Grade Publish application will be reflected in the school's SIS system but **will not be saved in the Canvas gradebook**.
- The application will not validate that a grade submitted by an instructor conforms to the course grading scheme.
- Multiple grading periods are not supported in this solution.

Fees and Billing

Implementation Costs

Description	Amount
Milestone 1: Configure Grade Publish Application and CSV Export File	\$8,000
Total	\$8,000

\$5,000 from unused on-site training days (from Services Order Form - Order Number Q-13580-1, executed March 30, 2016) will be applied toward the implementation costs for this project.

Invoices for the net amount owed will be generated upon acceptance of each milestone (see Acceptance and Delivery). Invoices are due at net 30 days.

Hosting, Maintenance, and Support Costs

Description	Amount
Annual Total (Year 1)	\$1,000
Annual Total (Years 2+)	\$6,000

The initial invoice for hosting, maintenance, and support costs will be generated upon delivery of the final deliverable (i.e., the full solution) to Customer (see Acceptance and Delivery). Invoices are due at net 30 days. The hosting, maintenance, and support costs invoices for subsequent years will align with the Customer's Canvas subscription cycle.

Maintenance and support will be provided at the amount quoted for a minimum of three years, provided Customer retains an active subscription contract with Instructure.

After the third year, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

User Acceptance Testing (UAT)

User Acceptance Testing (UAT) is Customer-performed validation after development and internal quality assurance testing are complete. UAT ensures that user stories and requirements defined in this SOW and Appendix A are delivered. The UAT process is as follows:

1. Instructure schedules UAT dates.
2. Instructure provides UAT instructions and test cases to Customer.
3. Instructure stages the deliverable to an environment that Customer can access.
4. Customer has **up to 4 business days** to validate the solution is functioning as specified in this agreement.
5. Instructure determines which issues reported during UAT are defects.
6. Instructure provides a defect-resolution plan to Customer within 4 business days.
 - a. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.
7. Instructure notifies Customer when defect fixes are complete.
8. Customer has 2 business days to validate defect fixes.

Acceptance and Delivery

A deliverable is considered accepted when Customer acknowledges that it is performing as designed (i.e., either no defects were found or issues in Instructure's defect-resolution plan are resolved).

Note: Acceptance is automatic if Customer does not perform UAT (Step 4, above) or validate defect fixes within 2 business days (Step 8, above).

After the last deliverable is accepted, the solution will be delivered (e.g., moved to Customer's production environment). Issues identified after acceptance or delivery will be addressed as defined in the Maintenance and Support section, below.

Maintenance and Support

Instructure agrees to provide maintenance and support to the solution as detailed below. Support request responses will be handled according to the service level in Customer's purchased support package.

Included	Excluded
<ul style="list-style-type: none"> ● Instructure Support Desk answers Customer's questions. ● Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are <ul style="list-style-type: none"> ○ A feature or process that is not performing as defined in this SOW, including issues caused by supported browser updates ○ Solution outage ○ User access issue ● Instructure Professional Services hosts the solution; includes scheduled tasks and running the custom solution code. 	<ul style="list-style-type: none"> ● Any modifications to the solution other than bug fixes. ● Using changes to an integrated application. <ul style="list-style-type: none"> ○ Adding these at Customer request requires a separate SOW. ○ Instructure may opt to apply these changes (at no charge to Customer) to meet its business needs and maintain the solution's functional integrity.

Expiration and Effective Date

This statement of work is subject to expiration. A signed copy must be returned to Instructure by **March 31, 2017** or this SOW will no longer be valid. The Effective Date of this SOW is the date of the last signature below.

--Signature page follows--

Agreed To and Accepted By

Instructure, Inc.

DocuSigned by:
Signature: 
45D64ED83A8046F...
By: Brandon Broschinsky
Title: Director Custom Development
Date: 03/20/2017
Address: 6330 S 3000 E
Suite 700
Salt Lake City, UT 84121

Blue Mountain Community College

Signature: 
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APPENDIX A

Milestone 1: Configure Grade Publish application & CSV export file

User Stories Included	<ol style="list-style-type: none"> As a teacher, I can enter midterm or final grades for each course section so that grade data for the period can be published. As a teacher, I can publish midterm or final grades so that the grades can be used by the administrators to import into the SIS. As a teacher or admin, I can view midterm or final grades submitted by a teacher so that I can see each student's grades.
Deliverable(s)	<ul style="list-style-type: none"> UI that allows teachers to review, modify, and submit their students' midterm or final grades to the Customer's SIS on a section-by-section level. A CSV file that can be consumed by Customer's SIS.
Estimated Duration	8 business days

Instructure Requirements

- Enable radio button group to specify whether grades are final or midterm.
- Configure navigation link text (default is Publish Grades).
- Export grades to a flat CSV file, including the fields specified by Customer.
- CSV file will be posted to an SFTP server.
 - Get key authentication data from Customer.

Customer Requirements

- Specify navigation link text (e.g., "Publish Grades").
- Provide public/private key authentication to their SFTP server.
- Specify the data to be included in the CSV file. Available fields are listed in the table below.

Section Fields	Student Fields	Course Fields	Grade Fields
<ul style="list-style-type: none"> Section ID (internal to the app) Section Name Section SIS ID Canvas Section ID 	<ul style="list-style-type: none"> Student ID (internal to the app) Student Username Student SIS ID Student Canvas ID Student First Name Student Last Name 	<ul style="list-style-type: none"> Course ID (internal to the app) Course Name Canvas Course ID Course SIS ID Instructor Name Instructor Username 	<ul style="list-style-type: none"> Grade Midterm/final flag

Appendix B: Grade Publish LTI Application User Guide

Overview

Instructure has developed an LTI application which allows teachers to review, modify, and submit their students' grades on a section-by-section level. Any modifications to grades that are made in the tool's UI will be reflected in the school's SIS system that retrieves the information, but the update will **not** be saved into the Canvas gradebook. This application posts grades in a flat CSV file onto a secure location (i.e., SFTP or HTTPS/API). It is up to the school to work with their SIS provider to consume the file from there.

Standard Tool Settings

The following user interface is standard across all instances of the application:

- Canvas admins have access to the account level view of the tool, where the Publish URL and Description Text (intro paragraph that shows above the tool in course view) can be modified.
- Teachers/admins have access to the course level view of the tool, where each student is separated by section within the course.
- Each course is separated into sections.
- Tool requires that a Grading Scheme for the course is set.

Custom Configuration Options

The application can be configured in the following ways by an Instructure Professional Services developer upon initial setup:

- Pull grades from an API endpoint (rather than flat CSV file).
- Left-hand menu link text can be changed to whatever school specifies. The default is **Publish Grades**.
- Add a radio button group to specify whether grades are final or midterm.
- CSV file can be sent to SFTP or HTTPS location.
 - For HTTPS: endpoint is specified in the admin-level view of the tool by entering the "Publish URL".
 - For SFTP: school needs to provide authentication to SFTP server or request that Instructure setup and host it. Public/private key authentication is preferred.
- Restrictions can be placed on how many times a grade can be submitted per student per section.

User Process Flow

For a teacher to publish files from Canvas to the school's SIS system using this application, they would do the following:

1. Navigate to course within Canvas where they would like to publish grades to SIS.
2. Click **Publish Grades** on left hand menu.
 - a. Course must have a Grading Scheme set in the Course Details settings.
3. Click on section to expand student list.
4. Click on the "Update Section" button to get latest list of students and grades for the specified course section.
5. Click All/None checkbox to mark all students in the section for submission.

6. Make any modifications to grades as needed.
7. Specify whether grades being submitted should be treated as midterm or final
8. Click Submit button to publish grades to SIS, verify that they understand that they may only submit once (if applicable).
9. SIS will consume the grade files that are posted to the SFTP/HTTPS location which is setup for this process.

Screenshots

Note: these images reflect the standard Grade Publish LTI application and do not include custom configuration options.

Figure 1: Selecting and updating the grades to submit

The screenshot shows a web-based application for managing student grades. On the left, there's a sidebar with navigation links like Home, Files, Announcements, Grades, Discussions, Pages, Assignments, Syllabus, People, Outcomes, Modules, Scores, Conferences, Collaborations, Publish Grades, and Settings. The main area has a breadcrumb trail: BIOL-1021-001 F 2014 > BIOL-1021-001 F 2014. It displays a table of student records with columns for All/None, Student First Name, Student Last Name, User Name, Current Canvas Grade, and Grade to Submit. The table contains five rows with sample data. A large 'Update Section' button is at the top right, and a 'Submit' button is at the bottom right. A timestamp at the top right indicates the section was last updated on 2014-10-28 22:24:50 UTC.

All/None	Student First Name	Student Last Name	User Name	Current Canvas Grade	Grade to Submit
<input checked="" type="checkbox"/>	Trevor	Burnett	testSISid	96.3 (A)	A+
<input checked="" type="checkbox"/>	Ian	Morris	canvasAdmin	92.5 (A)	A
<input checked="" type="checkbox"/>	John	Smith	jsmith	89.6 (B+)	A-
<input type="checkbox"/>	Test	Student	test1234	70.0 (C)	C
<input checked="" type="checkbox"/>	Ima	Test	imatest1	91.2 (A-)	A-

Figure 2: After successful submission, grade value and time of last submission shown

Section 1

Update Section

Section Last Updated: 02/25/2015 06:10 PM

<input type="checkbox"/> All/None	Student First Name	Student Last Name	User Name	Current Canvas Grade	Grade to Submit
<input type="checkbox"/>	Trevor	Burnett	tester15	93.1 (A)	<input type="text" value="A"/> Last Submitted: A-, on 02/25/2015 06:11 PM Success
<input type="checkbox"/>	John	Doe	jdoe123	89.5 (B+)	<input type="text" value="A"/> Last Submitted: A-, on 02/25/2015 06:11 PM Success
<input type="checkbox"/>	Test	Student	teststudent	95.7 (A)	<input type="text" value="A"/>

Submit

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made as of 03-20-2017 (the "Effective Date") by and between Instructure, Inc. ("Instructure") and Blue Mountain cc ("Customer"). Instructure and Customer may be referred to herein each as a "party" and together as the "parties".

- 1. Scope.** This Agreement shall govern any professional services ("Services") provided by Instructure to Customer. Customer may order and Instructure will perform the Services as described in a statement of work ("SOW") executed by the parties and referencing this Agreement. Each SOW will also describe, if applicable, items that Instructure is obligated to provide Customer under such SOW ("Deliverables"). Customer may request additional Services from Instructure and all such requests are subject to acceptance by Instructure and execution of a separate SOW. Instructure will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. To the extent there is a conflict between the express terms of this Agreement and an SOW, the terms of this Agreement shall control unless the SOW expressly states otherwise.
- 2. Customer's Responsibilities.** Customer shall provide Instructure with all Customer Content and perform all its obligations set forth in the SOW to enable Instructure to perform the Services. If Customer fails to do this, Instructure will be relieved of its obligations to the extent that the obligations are dependent upon Customer's performance. "**Customer Content**" means any content (whether information, data, specifications, text, images, video, or audio) provided to Instructure by Customer.
- 3. Customer Content Ownership.** Customer hereby grants to Instructure a nonexclusive, nontransferable, royalty-free, worldwide, license to use, reproduce, create derivative works from, and modify the Customer Content solely in connection with Instructure's performance of the Services. As between Customer and Instructure, the Customer Content is, and shall at all times remain, the sole and exclusive property of Customer, including, without limitation, all worldwide intellectual property rights embodied in, related to, or represented by, the Customer Content.
- 4. Instructure Intellectual Property.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. "**Instructure Intellectual Property**" means Instructure's software as a service, and all improvements, changes, enhancements and components thereof, the Services and Deliverables and all components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.
- 5. Deliverables License.** Subject to the terms and conditions of this Agreement, Instructure hereby grants to Customer a nonexclusive, nontransferable, royalty-free, worldwide, license solely to use the Deliverables in connection with any product or service purchased by Customer from Instructure. Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Deliverables; (b) sublicense, lease, rent, loan, or otherwise transfer the Deliverables to any third party; or (c) otherwise use or copy the Deliverables except as expressly allowed herein or in the applicable SOW.
- 6. Payment.** As consideration for the performance of the Services, Customer shall pay all fees ("Fees") set forth in the SOW. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the SOW. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise and other taxes that may be levied in connection with this Agreement. Except as set forth in Section 11, all fees are non-refundable. Unless otherwise set forth in the applicable SOW, Customer shall reimburse Instructure for material(s) and reasonable travel, administrative, and out-of-pocket pre-approved expenses incurred in conjunction with the Services.

7. **Term.** The initial term of this Agreement shall commence upon the Effective Date and shall continue for a period of three (3) years unless earlier terminated in accordance with Section 8 ("Initial Term"). This Agreement shall automatically renew at the conclusion of the Initial Term for successive one-year terms (each one-year renewal term, a "Renewal Term," together with the Initial Term, the "Term") unless either party provides the other party with written notice of non-renewal prior to sixty (60) days before the end of the Initial Term or any applicable Renewal Term. If any SOW begun during the Term of this Agreement has not been completed on or before the termination of this Agreement, this Agreement will continue in force only for that SOW. Each SOW will terminate on the earliest of: (a) the completion of all Services and, to the extent there are any Deliverables, delivery of all such Deliverables; (b) the occurrence of any termination event specifically provided in such SOW or pursuant to Section 8 of this Agreement.
8. **Termination.** If either party is in material breach of this Agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. Upon termination of this Agreement: (a) Customer shall immediately pay Instructure for all work performed under all applicable SOWs prior to the date of termination plus all applicable expenses unless otherwise provided in an SOW, (b) Instructure will turn over all completed Deliverables and in-progress and related documents to Customer upon receipt of payment, and (c) each party will return or destroy all property of the other party. Customer will confirm this destruction or return requirement in writing upon request of Instructure.
9. **Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.
10. **Indemnity.** If a third party claims the Services or Deliverables infringe that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may: (a) continue to enable Customer to use the Deliverables or, (b) modify the Services or Deliverables such that they become non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Services without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 10 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Deliverables other than in accordance with this Agreement and the applicable documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services or Deliverables by anyone other than Instructure. If a third party claims that any part of the Customer Content

infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement. THIS SECTION STATES INSTRUCTURE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

- 11. Warranty.** Instructure warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. Instructure also warrants that the Services and the Deliverables will conform to the applicable SOW in all material aspects. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranty set forth in this Section 11, (a) Instructure shall correct the non-conforming Services at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Services from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.
- 12. Exclusion of Damages and Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11, INSTRUCTURE DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUCTURE DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES OR DELIVERABLES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 10, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICES OR DELIVERABLES.
- 13. General.** Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the SOW or such other address of which either party may from time to time notify the other in accordance with this Section 13. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's

prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement, will survive (including, but not limited to, Sections 3, 4, 6, 7, 8, 9, 10, 12 and 13).

IN WITNESS WHEREOF, the parties hereto do hereby execute this Agreement as of the day and year first written above.

For: Instructure, Inc.

Signature:  Brandon Broschinsky
45D64ED83A8046F...

By: Brandon Broschinsky

Title: Director Custom Development

Date: 03/20/2017

Address: 6330 S 3000 E
Suite 700
Salt Lake City, UT 84121

For: Celeste Insko [Customer]

Blue mountain community college

Signature: 
By: Bruce Kauss Celeste Insko

Title: AVP Finance & Business Operations

Date: 3/20/17

Address: 2411 NW Carden Ave.
Pendleton, OR 97801