

# Advocate Participation Agreement

This Agreement is between the individual below ("**Advocate**") and Instructure, Inc. (**Instructure**), and is effective as of the date of the last signature below ("Effective Date").

## 1. SCOPE AND PURPOSE.

The Advocacy Program's purpose is to establish a cooperative, mutually beneficial relationship under which the Advocate performs actions that align with, promote, and build upon the overall mission of Instructure: "From the first day of school to the last day of work."

## 2. ROLE OF AN ADVOCATE.

The Advocate participates in a variety of general support roles. While there is no set number of hours, Advocates agree to use reasonable efforts, consistent with industry standards for similar programs, to participate meaningfully in some of the following types of user support programs:

- Present at industry conferences
- Post information on the Internet relating to Canvas (blog, news story, etc.)
- Share use cases or stories
- Regularly post about Canvas on social channels (Twitter, Facebook, Google+, etc.)
- Participate in virtual presentations when/if requested
- Participate online in the Instructure Community
- Any other agreed upon activities by Canvassador and Instructure

Advocate consents to the posting of his or her name on Instructure's online description of the Advocacy Program and warrants that he/she is not violating any obligations to third parties (i.e. employer) in participating as an Advocate.

## 3. ROLE OF INSTRUMENT.

Instructure shall reimburse Advocate's pre-approved reasonable and necessary travel expenses incurred in performing services pursuant to this Agreement, including airfare, transportation, fuel, parking, lodging and meals. Reimbursement will only be made upon presentation of itemized receipts by Advocate to Instructure. Instructure will book Advocate's airfare, lodging and ground transportation unless Instructure gives prior written consent to Advocate approving the expenses booked by Advocate. Any airfare, lodging and ground transportation expenses reasonably considered excessive or unreasonable will not be reimbursed.

### a) Airfare:

- a. First class travel will not be reimbursed.
- b. Instructure will not pay for alcoholic beverages, in-flight wifi, in-flight movie fees, in-flight phone charges, or other discretionary personal airport or service charges.

### b) Lodging and Meals:

- a. Advocates shall be reimbursed on a per diem basis for actual expenses, not exceeding \$70 per day for meals.
- b. Additional hotel in-room amenities such as movies, and mini-bar are not reimbursable.
- c) Rental Car:
  - a. Allowed auto rental car class is limited to compact through mid-size vehicles.

Advocates will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference, or
- Extending a stay for personal reasons.

Advocates may receive Instructure-branded materials from Instructure after completing given tasks. Such materials cannot be traded-in or exchanged for cash, other items, or reimbursement.

Upon request, Instructure will provide an end of year report to the Advocate's Institution providing a list of any branded material or gifts received by the Advocate per [insert rules here]

#### **4. RELATIONSHIP OF THE PARTIES.**

Advocate acknowledges and agrees that his or her role is that of an independent contractor. Advocate is responsible for all federal, state, or local taxes imposed with respect to any amounts paid under this Agreement. Advocate is responsible for ensuring that the duties performed hereunder do not conflict with or violate the terms of any other employment relationship or contractual relationship to which Advocate is a party. Advocate agrees not to share confidential information with Instructure that is subject to express or implied confidentiality agreements with third parties. Advocate further agrees not to represent himself or herself to third parties as an employee or authorized agent of Instructure, but may represent that they are a Canvas user selected and authorized by Instructure to participate in the Instructure Advocacy Program.

#### **5. TERM OF AGREEMENT.**

The term of this Agreement shall be a period of up to twelve (12) months, commencing as of the Effective Date and ending December 31 of the effective date year. Upon termination of the calendar year term, the Agreement may be renewed for additional periods of one calendar year upon written agreement of the parties, provided that the exchange of agreed terms by email will be considered to be in writing solely for the purpose of documenting an extension.

Either party may terminate this Agreement, for any reason or no reason, upon written notice to the other party.

#### **6. WARRANTY AND LIABILITY.**

**INFORMATION, TECHNOLOGY, AND TOOLS ARE PROVIDED BY INSTRUCTURE AS-IS. INSTRUCTURE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING**

**WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

**IN NO EVENT IS INSTRUCTURE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE) ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OR SUCH LOSS OR DAMAGE.**

**INSTRUCTURE'S TOTAL LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT PAID DURING THE MOST RECENT THREE MONTH PERIOD THE AGREEMENT IS IN EFFECT.**

**7. INDEMNITY.**

Advocate hereby indemnifies and holds harmless Instructure from all damages, costs, losses, claims, liabilities and expenses (including without limitation actual reasonable attorney's fees and costs) brought by third parties resulting from or relating to (i) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Advocate relating to Canvas other than as authorized by Instructure in writing, (ii) any breach by a Advocate of any of its obligations to any third party, and (iii) any nature arising out of or in connection with Canvassador's performance hereunder, or its failure to comply with any of its obligations contained in this Agreement.

**8. NONDISCLOSURE.**

- a) By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information includes, but is not limited to, the software and services, (including both object and source code), other software, technologies, data, trade secrets, business processes, organization charts, customer information, information about costs, profits, markets, sales, plans for future development and new product concepts, the terms and pricing under this Agreement or other proposals, and all information clearly identified as confidential.
- b) A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure, as evidenced by prior documentation, and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party who is rightfully in possession of such information and is under no duty of confidentiality with respect to such information; or (d) is independently developed by the other party without reference to or reliance upon the other party's Confidential Information.
- c) The parties agree to hold each other's Confidential Information in confidence. The parties agree, unless required by lawful court order, subpoena, or similar legal request, not to make each other's Confidential Information available in any form to any unauthorized third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. If a party is required to disclose the other's Confidential Information by a lawful court order, subpoena, or similar legal request, the party shall promptly notify the other in writing of such requirement so that the other party may seek an appropriate protective order.

- d) Each party acknowledges that failure to comply with this Section 9 may irreparably harm the business of the other party, and that a breach of one party's obligations under this Section 9 shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

**9. MISCELLANEOUS TERMS.**

- a) If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain enforceable.
- b) No failure by either party in exercising any right will operate as a waiver.
- c) This Agreement is governed by the laws of the State of Utah without regard to conflict of law principles, and the federal and state courts for Salt Lake City, UT are the exclusive courts for any dispute related to, or arising under, this Agreement.
- d) Except for assignments to parent entities or majority-owned subsidiaries, neither party may assign or transfer this Agreement, in whole or in part, to any third party without first obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- e) This Agreement, together with the terms of the Instructure Advocacy Program, as amended from time to time, constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to this subject matter.
- f) Any amendment or change must be in a writing signed by both parties to be effective, except as specifically set forth above.

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**Full Name**

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**Signature**

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**Date**