



Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

Contact Information

Educational Institution: Ector County
 Address: 802 North Sam Houston Avenue,
 Odessa, Texas 79761, United States

Primary Contact Name: Jessica Dominguez
 Primary Contact Title: Executive Administrative Assistant

Primary Contact Email: jessica.dominguez@ectorcountyisd.org

Order


Service	Subscription Term	Users	Subscription Fees
Canva for Education	36 months commencing on the Effective Date	Students, Faculty, and Staff of Educational Institution	N/A

Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on July 26, 2022 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

Ector County

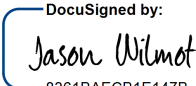
DocuSigned by:
 Signature 
 A1DCC031F68B451...

Name: Jessica Dominguez

Title: Digital Learning Coordinator

Date: April 2, 2024

Canva US, Inc.

DocuSigned by:
 Signature 
 8361BAECB1E147B...

Name: Jason Wilmot

Title: Head of Education

Date: April 3, 2024

Canva for Education Addendum

This Canva for Education Addendum (“Addendum”) is a part of Canva’s Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located (“Educational Institution”) and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

- 1.1. The indemnification obligations in Section 11.2 apply only to the extent permitted by applicable law.
- 1.2. The Limitation of Liability clauses set forth in Section 12 shall be replaced with the following:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA’S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED \$100.

- 1.3. The Governing Law and Jurisdiction provision in Section 14.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
- 1.4. The automatic renewal provision in Section 13.2 is removed. Section 13.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
- 1.5. To the extent applicable, Educational Institution will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children’s Online Privacy Protection Act (“COPPA”).
- 1.6. Educational Institution will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
- 1.7. The definition of User in Section 1.12 of the Agreement is revised to state that Users may include Educational Institution’s students, staff, and faculty.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Midway ISD] ("Originating LEA") which is dated [], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: edu-experts@canva.com with a copy to legal@canva.com

[NAME OF PROVIDER]

April 12, 2022

BY: 
8361BAECB1E147B...


Date: _____

Printed Name: Jason Wilmot Title/Position: Head of Education

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **[Insert Name of Originating LEA]** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY:  Date: 3/18/24

Printed Name: Jessica Dominguez Title/Position: Digital Learning Coordinator

SCHOOL DISTRICT NAME: Ector County ISD

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Sperl Title: Cyber Security Administrator

Address: 806 N. Lee Ave Odessa, TX 79761

Telephone Number: 456-6060 Email: tyler.sperl@ectorcountysd.org