



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: Trumansburg Central School District
 Address: 100 Whig Street, Trumansburg, New York 14886, United States

Primary Contact Name: Josh Hunkele
 Primary Contact Title: Director of Innovation and Educational Technology
 Primary Contact Email: jhunkele@tburg.k12.ny.us

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

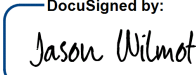
This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on July 26, 2022 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva 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.

Trumansburg Central School District

DocuSigned by:
 Signature 
 F29BDC34BE874E6...
 Name **JOSH HUNKELE**
 Title **Director of Innovation and Educational Technology**
 Date **June 20, 2023**

Canva US, Inc.

DocuSigned by:
 Signature 
 8361BAECB1E147B...
 Name **Jason Wilmot**
 Title **Director of Innovation and Educational Technology**
 Date **June 21, 2023**

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.

DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA
PURSUANT TO EDUCATION LAW §2-C AND §2-D

Trumansburg Central School District (the “District”) and Canva Pty Ltd
(the “Vendor”) agree as follows:

1. Definitions:

(a) Personally Identifiable Information (PII) means the same as defined by New York Education Law §2-d.

2. Confidentiality of all PII shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy.

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms.

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations.

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to PII, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access to PII.

6. Vendor shall:

(a) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(b) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing PII for marketing or commercial purposes, as those terms are defined under the implementing regulations, or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes, as those terms are defined under the implementing regulations;

(c) except for authorized representatives of the third party contractor to the extent necessary to carry out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody;

(e) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;

(f) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;

(g) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to PII; and

(h) work with the District to create the supplement to the Parents' Bill of Rights for Data Privacy and Security that meets the requirements of Education Law §2-d and its implementing regulations and which shall be incorporated as part of this agreement and posted on the District's website.

7. This Data Privacy Rider shall cover all services provided by Vendor to the District.

8. In the event of any conflict between the terms of this Data Privacy Rider and the agreement, the terms of this Data Privacy Rider shall control.

Vendor Canva Pty Ltd

Signature  8361BAECB1E147B...

Date: June 21, 2023

Name, Title Jason Wilmot, Head of Education

**PARENT BILL OF RIGHTS FOR STUDENT
DATA PRIVACY AND SECURITY
THIRD PARTY VENDOR SUPPLEMENT**

The Canva Pty Ltd (the “Vendor”) has been engaged by the Trumansburg Central School District (the “District”) to provide services. In this capacity, the company may collect, process, manage, store or analyze student or teacher/principal personally identifiable information (PII).

The Vendor will use PII for the following exclusive purposes (*describe specific purpose for which the PII will be used*).

PII will be used only as necessary for Vendor to perform the services in the Service Agreement, and disclosed to only its authorized officers, employees, subcontractors and third-party service providers with whom it shares PII necessary to perform the services.

The Vendor will ensure that any subcontractors, assignees, or other agents that may access or receive PII will abide by the data protection and security requirements of District policy, and state and federal law and regulations by (*describe methods/procedures to safeguard data use by subcontractors*).

Vendor imposes data protection terms on any subcontractor it engages that ensure substantially the same standard of protection provided under this agreement and Vendor remains fully liable for any breach of this agreement caused by an act, error or omission of its subcontractors

The Vendor uses the following third party contractor(s) to provide services to the District (*list third party contractors*):

Vendor's current list of third party subprocess is located at:

<https://www.canva.com/policies/subprocessors>

PII will be stored (*describe the location in a manner that protects data security*).

PII stored on Vendor's server is encrypted using AES 256 or stronger. The service is hosted and Data is stored within data centres provided by Amazon Web Services (AWS). As such, Vendor relies on the physical, environmental and infrastructure controls of AWS. Vendor periodically reviews certifications and third-party attestations provided by AWS relating to the effectiveness of its data centre controls.

Parents can challenge the accuracy of any student PII stored by Vendor by following the District's procedure for requesting the amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers and principals may be able to challenge accuracy of APPR data stored by Vendor by following the appeal procedure in the District's APPR Plan. Such challenges may be made by contacting Vendor at (*insert contact information, including title, phone number, mailing address and email address*):


Edu-Experts@canva.com with a copy to privacy@canva.com

The Vendor will take reasonable measures, to ensure the confidentiality of PII by implementing the following (*describe the measures used by to protect PII including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection*):

<https://www.canva.com/policies/technical-and-organisational-measures/>

The Vendor's agreement with the District begins on 10/17/22 and ends on 10/16/25 .

Once the Vendor has completed its service to the District, records containing PII will be exported to the District. The Vendor shall thereafter securely delete and overwrite any and all PII remaining in the possession of the Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all PII maintained on behalf of the Vendor in secure data center facilities. The Vendor shall ensure that no copy, summary or extract of the PII or any related work papers are retained on any storage medium whatsoever by the Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities. Upon expiration of this Contract with a successor agreement in place, the Vendor will cooperate with the District as necessary to transition PII to the successor Vendor prior to deletion. The Vendor shall thereafter securely delete and overwrite any and all PII remaining in the possession of the Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all PII maintained on behalf of the Vendor in secure data center facilities. The Vendor shall ensure that no copy, summary or extract of the PII or any related work papers are retained on any storage medium whatsoever by the Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities

Vendor's Signature: 
Printed Name and Title: Jason Wilmot

Date: June 21, 2023
Head of Education