



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: New Hartford Central School District Primary Contact Name: Randy Miller
 Address: 33 Oxford Rd, New Hartford, New York Primary Contact Title: Network Administrator
 13413, United States

Primary Contact Email: miller@nhart.org

Order

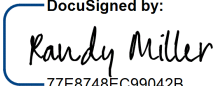
Service	Subscription Term	Users	Subscription Fees
Canva for Education	36 months commencing on the Effective Date	Students, Faculty, and Staff of Educational Institution	N/A

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.

New Hartford Central School District

DocuSigned by:
 Signature 
 77E8748EC99042B...

Name: Randy Miller
 Title: Network Administrator
 Date: November 8, 2022

Canva US, Inc.

DocuSigned by:
 Signature 
 8361BAECB1E147B...

Name: Jason Wilmot
 Title: Head of Education
 Date: November 8, 2022

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.



New Hartford Central School District

33 Oxford Road, New Hartford, NY 13413

Data Privacy

Release and/or Sharing of Student/Teacher/Principal Data Form

Third-Party Contractors requesting access to student data and/or teacher or principal data ("data") must complete this form to ensure the confidentiality and security of data as required by Board of Education policy and all applicable local, state, and federal laws. Attach addendums to the questions if more space is needed

<p>Contractor/Company: Canva Pty Ltd Representative Name and Title: Jason Wilmot, Head of Education Contractor Phone Email: edu-experts@canva.com</p>
<p>1. Describe the data that is being requested and/or stored: Account information, email address, full name.</p>
<p>2. Exclusive purposes of the use of the data: Account and login purposes. Internal data analytics. Account information for Customer Support access.</p>
<p>3. Will any third-party subcontractors have access to the data? Yes No</p> <p>If yes, how will you ensure that subcontractors, and any persons or entities that the third party subcontractor may share the data with, will abide by data protection and data security requirements: requiring those subcontractors or other authorized persons or entities to execute legally binding agreements acknowledging their obligation to comply with all applicable data protection, privacy and security requirements required by applicable law</p>
<p>4. What happens to the data upon expiration of the agreement or relationship with the District? Data deletion upon request by contacting its representative at edu-experts@canva.com</p>
<p>5. How would a parent, student, eligible student, teacher or principal challenge the accuracy of the data that is collected or stored? challenge shall be processed through the procedures provided by the student's school district of residence for amendment of education records under FERPA. Once notified by the District of the outcome of any such challenges the Company will promptly correct any inaccurate data it or its subcontractors or assignees maintain. The accuracy of data can be challenged by emailing edu-experts@canva.com</p>
<p>6. Describe where the data will be stored so as to protect data security and the security protections that will be taken to ensure such data will be protected, including whether such data will be encrypted and if so, how? The service is hosted and Student Data and/or Teacher or Principal Data is stored within data centers provided by Amazon Web Services (AWS). As such, the Company relies on the physical, environmental and infrastructure controls of AWS. The Company periodically reviews certifications and third-party attestations provided by AWS relating to the effectiveness of its data center controls. The Company encrypts Student Data and/or Teacher or Principal Data transmitted between its users and the service over public networks using TLS 1.2 or higher, and Student Data and/or</p>

Teacher or Principal Data stored on the Company's servers is encrypted using AES 256 or stronger.



NEW HARTFORD CENTRAL SCHOOL DISTRICT PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The New Hartford Central School District is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by New York State is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints to the District should be directed in writing to Data Protection Officer, New Hartford Central School District, 33 Oxford Rd, New Hartford, NY, 13413 or to cjamarosa@nhart.org.
Complaints to the State Education Department should be submitted, in writing, to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> , or to CPO@mail.nysed.gov.

This bill of rights is subject to change and will be revised from time to time in accordance with regulations issued by the Commissioner of Education and guidance received from the State Education Department

APPENDIX TO PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the New Hartford Central School District may enter into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following information will be included in the contract, Data Protection Agreement, or Terms of Service/Privacy Policy Contract Addendum with this Bill of Rights:

- 1) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- 2) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- 3) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- 4) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- 5) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- 6) Address how the data will be protected using encryption while in motion and at rest.

Name Jason Wimot Title Head of Education Signature 

Company Name Canva Pty Ltd Service Name: Canva for Education

By signing the above, you agree to comply with the terms of the New Hartford Central School District Parents' Bill of Rights for Data Privacy and Security, to the extent the foregoing provisions are applicable to your company.