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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date January 14, 2026

Subject Approval by the Board of Education of Subscription Agreement between Oakland Unified School District and Canva.; Approval of Data Privacy Agreement between Oakland Unified School District and Canva.
Contractor: Canva
Services For: December 18, 2025 - December 18, 2028

Ask of the Board Approval of Subscription Agreement between Oakland Unified School District and Canva, Austin, TX, for the latter to provide licensing, hosting, upgrades and support for the Canva online graphic design platform for the period December 18, 2025 to December 18, 2028 at no cost; Approval of Data Privacy Agreement between Oakland Unified School District and Canva.

Background Canva is a popular online graphic design platform that includes tools for creating images, presentations, websites, and other rich media content. Canva offers a free version that includes a drag-and-drop editor and a library of free templates, images and graphics, along with a paid version that includes premium features, such as a larger library of template and stock content, advanced tools, increased storage, and other enhancements.

Canva also offers an education version that is free for educators and students. The education version includes many of the premium features, along with templates for lesson plans and other educational activities, interactive virtual whiteboards, interoperability with virtual classroom tools, and other features.

Discussion Approval of this Subscription Agreement will enable OUSD teachers and students to access premium features at no cost through a districtwide license.

Student use of Canva requires access to basic District student data, warranting a data privacy agreement. Accordingly, the District and Canva executed the enclosed data sharing agreement on 12/18/2025, and now ask the Board to ratify this agreement.

This data sharing agreement is the standard California - National Student Data Privacy Agreement (CA-NDPA), adopted by the California Student Privacy Alliance to meet the requirements of the Family Educational Rights and Privacy Act (FERPA) and Assembly Bill 1584 (which allows school districts to share data with software providers so long as the contracts include certain specified provisions). The agreement is a modified version that includes changes that have been approved by the OUSD Legal team.

The standard terms of the CA-NDPA ensure that the vendor will take all precautions to safeguard our students' data. The term of the CA-NDPA is the same as the term of the underlying services agreement.

The CA-NDPA is a piggy-backable agreement. This means that a software vendor may enter the CA-NDPA with one school district and thereafter, by signing Exhibit E (which consists of a "general offer of terms") allow any other school district to countersign Exhibit E and be entitled to the same protections set forth in the underlying CA-NDPA.

Here, Canva has signed the CA-NDPA with the Oakland Unified School District, and it further signed Exhibit E, which, again, allows any other school district to likewise sign Exhibit E and share the same data with Canva under the same terms. Accordingly, the District signed the CA-NDPA on 12/18/2025, and now asks the Board to ratify this agreement.

Fiscal Impact

No-cost agreement

Attachment(s)

- Canva Subscription Agreement
- Order Form
- Canva California National Student Data Privacy Agreement with Exhibit E



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: District 1000 Broadway,
Address: Oakland, California 94607, Primary Contact Name: Chief Technology Officer
Oakland Unified School United States Primary Contact Title
Susan Beltz

Primary Contact Email: susan.beltz@ousd.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 September 22, 2024 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. Customer only agrees to the Subscription Service Agreement in its form as signed by both parties. 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.

Canva US, Inc.

Signature: 

Name: Jason Wilmot

Title: Head of Education

Date: 18 December 2025

Oakland Unified School District

Signature: 

Name: Susan Beltz

Title: Chief Technology Officer

Date: 18 December 2025

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 terms of the Subscription Service Agreement are incorporated only in the form they appear in this agreement signed by both parties. Any online or other changes by Canva to Subscription Services Agreement by Canva shall not be binding on Customer unless in writing and signed by Customer as an amendment to this agreement.

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 12.2 apply only to the extent permitted by applicable law.

1.2. The Governing Law and Jurisdiction provision in Section 15.2 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 14.2 is removed. Section 14.2. 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.

Approved as to Form by OUSD Legal



Shalini Anadkat 12/11/2025

Canva for Teams Subscription Service Agreement

This Subscription Service Agreement is entered into by and between Canva US, Inc. a company incorporated in Delaware with an address for the purposes of this Agreement at 3212 E. Cesar Chavez Street, Building 1 Suite 1300, Austin, TX 78702. ("Canva") and the customer ("Customer") identified in an Order Form that references this Subscription Service Agreement and is effective as of the date the Order Form is signed by Customer ("Effective Date"). As used herein, references to the "Agreement" means this Subscription Service Agreement, all Order Forms hereunder, subsequent amendments, and such other attachments and exhibits that are mutually executed by the parties' authorized representatives.

OVERVIEW

Canva is a visual communications platform that empowers people to design virtually anything, from logos and greeting cards to t-shirts and websites (each referred to herein as a "Design"). When using the Service, Users will have access to a variety of content provided by Canva and other content providers to use in designs (referred to herein as "Licensed Content"). Use of the Licensed Content is subject to Canva's [Content License Agreement](https://www.canva.com/policies/content-license-agreement/) (<https://www.canva.com/policies/content-license-agreement/>). Customer and its Users have the option to upload their own content (referred to herein as "Customer Material") which Customer and its Users have full control and responsibility over. Users can use Licensed Content, Customer Material, and tools available in Canva to design virtually anything.

1. DEFINITIONS

- 1.1 "Affiliate" means, with respect to a party, any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. For purposes of this definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.
- 1.2 "Customer Material" means any data, fonts, images, templates, information, content, or material provided by Customer to Canva or submitted to the Service by Customer or its Users in the course of using the Service.
- 1.3 "Design" means any design output created by Customer or a User on the Service.
- 1.4 "Licensed Content" means content (including, but not limited to, stock media such as photos, templates, images, video, and audio) made available on the Service.
- 1.5 "Login" means a username and password assigned to an individual for purposes of accessing the Service.
- 1.6 "Order Form" means Canva's standard order form that (i) specifies the Service(s) subscribed to by Customer; (ii) specifies the number of Users, Subscription Fees, and Subscription Term; (iii) is governed by and incorporates by reference this Agreement; and (iv) is signed by authorized representatives of both parties.
- 1.7 "Service" means the software-as-a-service offering(s) subscribed to by Customer as identified in the Order Form(s), including any updates thereto, as may be available online, via mobile application, or other forms provided by Canva.
- 1.8 "Subscription Fee" means the recurring fee paid for access to the Service.
- 1.9 "Subscription Term" means the duration for which Customer has subscribed to the Service as set forth in the applicable Order Form.
- 1.10 "Team" means a group of Users administered by Customer.
- 1.11 "Third Party Services" means any applications, products, websites, and services not provided by Canva that are used by Customer in conjunction with the Service.
- 1.12 "User" means an individual who is authorized by Customer to use the Service and who has a Login. Users may include Customer's and its Affiliates' employees, contractors, or agents.

2. USING THE SERVICE

- 2.1. **Provision of Service.** Subject to the terms and conditions of this Agreement, Canva will provide Customer with access to and use of the Service for the duration of the Subscription Term. Canva may, at its sole discretion, modify, remove, add, or enhance features of the Service from time to time, provided however, Canva will not materially decrease the overall functionality of the Service during the Subscription Term.
- 2.2. **Customer Affiliates.** Customer's Affiliates may purchase access to the Service under this Agreement by entering into an Order Form. By entering into an Order Form, such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement.
- 2.3. **Logins.** Each individual accessing the Service must have a unique Login (each, a "User"). Customer shall not allow or authorize anyone other than the applicable individual to use such Login. Customer shall promptly notify Canva in the event Customer becomes aware of any unauthorized use of a Login.
- 2.4. **Use Restrictions.** Customer shall not itself or through any employee, contractor, agent, or other third-party i) rent, lease, sell, distribute, offer in service bureau, sublicense, or otherwise make available the Service to any third party other than Users; ii) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof; iii) access the Service for purposes of performance

benchmarking; iv) access the Service for purposes of building or marketing a competitive product; or (v) use the Service to store or transmit a virus or malicious code.

2.5. Acceptable Use Policy. Customer's use of the Service, Customer Materials, and Customer's Designs must comply with Canva's [Acceptable Use Policy](https://www.canva.com/policies/acceptable-use-policy/) (<https://www.canva.com/policies/acceptable-use-policy/>). Canva reserves the right to (but is not obligated to) remove from the Service any Customer Material or Design at any time that, in Canva's sole opinion, is in violation of Canva's Acceptable Use Policy, this Agreement, or any applicable law or regulation. Where legally permissible, Canva will make reasonable efforts to provide Customer with notice upon removal of any such Customer Material.

2.6. Customer Obligations. Customer is responsible for providing all hardware, software, networking, and communications capabilities necessary for Customer's access to the Service. Customer is responsible for all activities conducted by each of its Users and each User's compliance with the terms of this Agreement. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Material and the means by which it acquired Customer Material and the contents thereof. Customer represents and warrants that it has provided all legally required disclosures and obtained all legally required consents from individuals prior to adding such individuals to a Team.

2.7. Third Party Services. Customer may elect to use the Service in conjunction with third-party websites, platforms or apps (including, but not limited to, those available at [canva.com/apps](https://www.canva.com/apps)). Customer's use of a Third Party Service is subject to the terms and conditions applicable to that Third Party Service. Canva makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from Customer's use of Third Party Services.

3. SECURITY AND DATA PRIVACY

3.1. Information Security. Canva shall maintain industry-standard or better technical and organizational measures to maintain the security of the Service and Customer Material in Canva's possession.

3.2. Data Privacy. Canva's [Privacy Policy](https://www.canva.com/policies/privacy-policy/) (<https://www.canva.com/policies/privacy-policy/>) describes how Canva collects, uses, transfers, discloses and stores your personal data. Canva's Privacy Policy may be updated from time to time, but no such change will result in a material reduction in the level of protection provided for Customer Material. To the extent Personal Data subject to the Applicable Privacy Laws (as those terms are defined in the Data Processing Addendum) is processed by Canva under this Agreement, the State National Data Processing Addendum, attached hereto will govern.

4. CONTENT AND DESIGNS

4.1. Customer Material. Customer represents and warrants to Canva that Customer owns all rights, title, and interest in and to the Customer Materials or that Customer has otherwise secured all necessary rights in Customer Material as may be necessary to permit the access, use, and distribution thereof as contemplated by this Agreement. As between Canva and Customer, Customer owns all right, title, and interest in and to Customer Material. Customer hereby grants Canva, for the duration of the Subscription Term, a royalty-free license to display, host, copy, and use Customer Material solely to the extent necessary to provide the Service to Customer.

4.2. Licensed Content. Customer may use Licensed Content in connection with the Service. The use of Licensed Content is subject to additional license rights and restrictions set forth in the Content License Agreement (<https://www.canva.com/policies/content-license-agreement/>). The applicable license rights and restrictions vary depending on the type and source of the Licensed Content. Users can determine which Content License Terms apply by hovering over the item of Licensed Content and clicking on the info icon.

4.3. Designs. Customer may create Designs on the Service incorporating Licensed Content, Customer Material, and any other content or material available on the Service. Use of such Designs are subject to the terms of this Agreement.

4.4. Public Sharing of Customer Material and Designs. In using the Service, Customer and Users may publish or share Designs via a Third Party Service or create public links to Designs. Canva maintains no responsibility in relation to such public sharing of Designs and Canva's enablement of such activity or the Service's performance of actions to publicly share Designs at the instruction of Customer or Users shall not be considered a violation of any of Canva's obligations under this Agreement.

5. USING THE SERVICE TO PUBLISH A WEBSITE

Customer may use the Service to design and publish a website ("Canva Site").

5.1. Free URLs provided by Canva. Users may use a free my.canva.site URL provided by Canva, in which case the Canva Site will include a tool to report Canva Sites that do not comply with this Agreement and a badge that states "Designed with Canva" (or similar wording) that links to [canva.com](https://www.canva.com). Canva reserves the right to, at its sole discretion, reject or remove any domain names that it deems inappropriate.

5.2. Purchasing a Domain Name through Canva. When a domain name is purchased, renewed or transferred through Canva, Canva acts as a reseller for domain name registration services. If Customer purchases a domain name through Canva, additional terms will apply as specified at the time of purchase.

6. USING THE SERVICE TO PRINT DESIGNS

Customer may create print orders within the Service. Print orders are subject to additional fees that are specified at the time of order and are billed to a credit card entered at the time of order. Printing services are provided by third party suppliers who are responsible for completing, delivering, or otherwise making available print orders. Delivery times are only estimates which Canva cannot guarantee.

7. CANVA'S INTELLECTUAL PROPERTY

7.1. Except as expressly set forth in this Agreement, all intellectual property rights in and to the Service and Licensed Content remain the sole property of Canva and its licensors. Customer hereby assigns to Canva any suggestions, ideas, enhancement requests, or other feedback provided by Customer to Canva relating to the Service. Canva owns all content, data, software, inventions, ideas, and other technology and intellectual property that it develops in connection with its products and the Service.

8. BILLING

8.1. Subscription Fees. Customer will be billed for the number of Users set forth in the initial Order Form. When Users are added to a Team, Customer will be billed for such Users on Customer's next Billing Date (as defined below) unless such Users have been removed by an Administrator prior to the Billing Date or no longer have an account as of the Billing Date. Three (3) days prior to the Billing Date, Canva will notify via email Customer's Administrators regarding the number of additional Users and the associated Subscription Fees Canva plans to invoice on the applicable Billing Date if no further adjustments are made prior to the applicable Billing Date. Canva will invoice Customer any applicable additional Subscription Fees on each Billing Date. The "Billing Date" is every 3 months after the start date of Customer's Subscription Term. Subscription fees for additional Users will be in accordance with [Canva for Teams pricing \(https://www.canva.com/for-teams/\)](https://www.canva.com/for-teams/) and will be pro-rated for the remaining period of the then-current Subscription Term. Customer will not receive a refund or credit for removing Users that have already been paid for. Any increase in Users shall be in effect for the remainder of the then-current Subscription Term. Customer's pricing will not increase during Customer's Subscription Term.

8.2. Payment. Subscription Fees are invoiced on an annualized basis in advance. Initial Subscription Fees and Subscription Fees for any renewal term will be billed for 12-months and Subscription Fees for Users added during a Subscription Term will be pro-rated in accordance with Section 8.1 ("Subscription Fees") All invoices will be due and payable within thirty (30) days of the invoice date. Except as otherwise provided for in this Agreement, all fees are non-refundable. Any fees remaining unpaid for more than thirty (30) days past their due date shall accrue interest at a rate of the lesser of 1.5% percent per month or the highest rate allowed by law. Canva may, at its discretion and in addition to other remedies it may have, suspend access to the Service if any invoice remains unpaid for more than 30 days after its due date. Canva will provide Customer with notice at least ten (10) days in advance of any such suspension. Unless explicitly stated otherwise, all fees and all references to "dollars" or "\$" are to United States Dollars.

8.3. Taxes. Unless otherwise stated in an Order Form, the fees do not include sales, use, value-added, or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of Canva. Canva will invoice Customer any applicable tax.

9. WARRANTIES AND DISCLAIMER

9.1. Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and that it has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

9.2. Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IS PROVIDED "AS IS" AND CANVA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CANVA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S HARDWARE, OTHER SOFTWARE, THIRD PARTY SERVICES, OR CUSTOMER MATERIAL. Canva makes reasonable efforts to ensure the Service is free of viruses or other harmful components, but cannot guarantee that the Service will be free from unknown viruses or harmful components. Canva cannot guarantee that the Service will not incur delays, interruptions, or other errors that are outside of Canva's reasonable control and are inherent with the use of the internet and electronic communications. Trial or Beta Services. From time to time Canva may invite Customer to try, at no charge, features or functionality that are not generally available to customers and are identified as beta functionality or trial services ("Trial

Services"). Customer may elect to use Trial Services at its discretion. Canva may discontinue Trial Services at any time in Canva's sole discretion and may never make them generally available.

10. CONFIDENTIALITY

- 10.1. Definition.** "Confidential Information" means, without limitation, any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, the terms of this Agreement, Customer Data, or other business information, in each case disclosed or made available by a party ("Discloser") to the other party ("Recipient") whether orally or in writing hereunder.
- 10.2. Non-Use and Non-Disclosure.** The Recipient shall, with respect to Confidential Information of the Discloser: (i) not disclose such Confidential Information to any third party at any time and limit disclosure to its employees, contractors, or its legal, financial, and accounting advisors having a need to know and who have agreed to be bound by confidentiality obligations that are at least as restrictive as the terms of this Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Notwithstanding the foregoing, Recipient may disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or a government body, provided that Recipient must give Discloser prompt written notice and obtain or allow for a reasonable effort by Discloser to obtain a protective order prior to disclosure.
- 10.3. Exclusions.** The obligations with respect to Confidential Information shall not apply with respect to Confidential Information Recipient can demonstrate: (i) is now or becomes publicly available through no fault of Recipient; (ii) is lawfully obtained from a third party without a duty of confidentiality; (iii) is known to Recipient without obligation of confidentiality prior to such disclosure; or (iv) is, at any time, independently developed by Recipient without use of Discloser's Confidential Information.

11. INDEMNIFICATION

- 11.1 By Canva.** Canva shall defend Customer and its Affiliates (and Customer and its Affiliates' employees, officers, and directors (collectively, "Customer Indemnified Parties"), from and against any claim, demand, or action brought by a third party against Customer and will indemnify and hold Customer harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in any settlement to the extent arising from any allegation that the Service infringes any patent, copyright, or trade secret of a third party. Notwithstanding the foregoing, Canva will have no liability for any infringement claim of any kind if the claim results from: (i) modification of the Service made by Customer or its agents; (ii) unauthorized or unlicensed use of the Service; (iii) Customer Material; or (iv) Canva's creation of designs, templates, or materials pursuant to Customer's instructions. Notwithstanding anything to the contrary in this Agreement, Canva will indemnify, defend, and hold harmless Customer from and against any fines, penalties, or assessments imposed by a governmental or regulatory authority to the extent arising from Canva's proven breach of its obligations under the Data Processing Addendum, except to the extent such fines, penalties, or assessments result from the acts or omissions of Customer or any third party acting on Customer's behalf.
- 11.2 By Customer.** Customer shall defend Canva and its Affiliates (and Customer and its Affiliates' employees, officers, and directors (collectively, "Canva Indemnified Parties"), from and against any claim, demand, or action brought by a third party (including without limitation any User) against Canva and indemnify and hold Canva harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in any settlement to the extent arising from: (i) use of the Service by Customer or any User in a manner that breaches Section 2.4 and/or 2.5 (Use Restrictions and/or Acceptable Use Policy) of this Agreement; and (ii) any allegation that Customer Material infringes any patent, copyright, or trade secret of a third party.
- 11.3 Rights in Event of Enjoinment.** If Customer's use of the Service is, or in Canva's opinion is likely to be, enjoined, Canva may, at its sole option and expense: (i) procure for Customer the right to continue using the same under the terms of this Agreement; (ii) replace or modify the Service so that it is non-infringing; or (iii) if options (i) and (ii) above cannot be accomplished despite Canva's reasonable efforts, Canva may terminate this Agreement and Customer's rights to the Service and refund a pro-rated portion of any pre-paid Subscription Fees for the period beginning on the effective date of termination through the end of the then-current Subscription Term.
- 11.4 Procedure.** If one party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, the Indemnitee will, within fifteen (15) days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee shall not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitor may not settle any claim that admits liability or fault on behalf of Indemnitee or that imposes financial liability on Indemnitee without Indemnitee's prior written

consent, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor.

- 11.5 **Exclusive Remedies.** The provisions of this Section 11 set forth Canva's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to any third-party intellectual property infringement claims.

12 LIMITATION OF LIABILITY

- 12.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO CANVA HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.4 ("USE RESTRICTIONS") OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.
- 12.2 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. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.4 ("USE RESTRICTIONS") OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

13 TERM AND TERMINATION

- 13.1 **Agreement Term.** The term of this Agreement shall commence on the Effective Date set forth in the initial Order Form and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.
- 13.3 **Termination for Cause.** Either party may terminate the Agreement immediately upon written notice (i) in the event the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach within 30 days of being notified in writing of such breach; (iii) the other party becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.
- 13.4 **Effect of Termination for Cause.** In the event of termination of this Agreement due to a default by Canva, Canva shall refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of the then-current Subscription Term. In the event of a termination of the Agreement due to a default by Customer, Customer shall pay all amounts due and owing for the Service.
- 13.5 **Survival.** Sections titled "Definitions", "Term and Termination", "Fees", "Intellectual Property", "Limitation of Liability", "Indemnification", "Confidential Information", and "Miscellaneous" inclusive, shall survive any termination of this Agreement.

14 MISCELLANEOUS

- 14.1 **Compliance with Applicable Law.** Each party agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with i) in the case of Customer, Customer's use of the Service; and ii) in the case of Canva, Canva's provision of the Service.
- 14.2 **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any legal action or proceeding arising under the Agreement shall be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties hereby consent to exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from application to this Agreement.
- 14.3 **Relationship of Parties.** The parties are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent.

14.4 Attorneys' Fees. In any court action at law or equity that is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

14.5 Equitable Relief. Both parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein may cause irreparable injury to other party for which monetary damages alone would not be an adequate remedy, and therefore the party shall be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

14.6 Publicity. Customer permits Canva to use Customer's name and logo to identify Customer as a customer on Canva's website and in its marketing materials in accordance with any trademark guidelines or instructions provided by Customer. Customer permits Canva to issue a press release announcing Customer as a customer, provided Canva obtains Customer's approval of the text of any such press release prior to publication. Following an agreed-upon press release, Canva may use the content of the press release on Canva's website and in marketing materials.

14.7 Force Majeure. Neither party shall be deemed to have breached any provision of the Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond such party's reasonable control. This Section does not excuse Customer's payment of fees due under this Agreement provided that Canva continues to provide the Service as set forth in the Agreement.

14.8 Assignment. Neither party may assign this Agreement or any of its right or obligations under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may transfer and/or assign this Agreement, without the other party's consent, to any successor by way of a merger, acquisition, or change of control. For the purposes of this Agreement, "change of control" means consolidation, or any sale of all or substantially all of the assignee's assets or any other transaction in which more than 50% of its voting securities are transferred. In the case of merger, acquisition, or change of control by Canva, Customer shall not be contractually bound to successor unless expressly agreed to in writing.

14.9 Headings and Explanations. Headings and explanations explanatory boxes used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of the Agreement or any portion thereof.

14.10 Severability. If a particular provision of this Agreement is found to be invalid or unenforceable, it shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

14.11 Waiver. The failure of either party to enforce at any time the provisions of the Agreement, the failure to require at any time performance by the other party of any of the provisions of the Agreement, or the express waiver by either party of any provision, condition or requirement of the Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

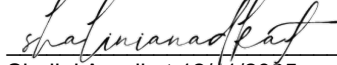
14.12 Notices. All legal notices required or permitted under the Agreement will be in writing and delivered by courier or overnight delivery service, certified mail, or electronic mail and in each instance will be deemed given upon receipt. All notices to Customer will be sent to the physical address and/or email addresses set forth in the Order Form. All notices to Canva shall be sent to the applicable notice address identified below.

If the entity with which Customer has contracted with:	Notice Address
Canva US, Inc.	200 E 6 th St, Suite 200, Austin, TX 78701
Canva Pty Ltd	Level 1, 110 Kippax St, Surry Hills, New South Wales, Australia

14.13 Entire Agreement. This Agreement and the associated Order Form(s) constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersedes any prior representations,

agreements, negotiations, or understandings between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions on a purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the terms set forth in this agreement shall control. This Agreement is binding upon and inures to the benefit of, the parties and their respective permitted successors and assigns. In the event of any conflict between this Agreement and Canva's online terms of use, privacy policy, or any other linked agreements, this Agreement shall govern and supersede. The District does not agree to any additional or modified terms not expressly stated in this Agreement or Order Form(s) unless signed by both parties.

Approved as to Form by OUSD Legal

A handwritten signature in cursive script, appearing to read 'shalinianadkat', written over a horizontal line.

Shalini Anadkat 12/11/2025

STANDARD STUDENT DATA PRIVACY AGREEMENT

**CA-NDPA Standard
Version 1.5
(01.28.25)**

Oakland Unified School District

and

Canva US, Inc.

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:
Oakland Unified School District, located at 1000 Broadway, Oakland, CA 94607
(the “**Local Education Agency**” or “**LEA**”) and
Canva US, Inc., located at 3212 E. Caesar Chavez, Building 1, Suite 1300, Austin, Texas 78702
(the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations
and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Susan Beltz Title: Chief Technology Officer

Address: 1000 Broadway, Oakland, CA 94607

Phone: 510-879-8873 Email: susan.beltz@ousd.org

The designated representative for the Provider for this DPA is:

Name: Jason Wilmot Title: _____

Address: 3212 E Cesar Chavez Street, Suite 1300, Austin, TX 78702

Phone: _____ Email: jwilmot@canva.com


IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Oakland Unified School District

By:  Date: 18 December 2025

Printed Name: Susan Beltz Title/Position: Chief Technology Officer

PROVIDER: Canva US, Inc.

By:  Date: 18 December 2025

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

Approved as to Form by OUSD Legal



Shalini Anadkat 12/11/2025

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following a confirmed unauthorized access involving Student Data, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA, subject to Provider's prior written approval of the scope, method, and timing of such audit (not to be unreasonably withheld). Any such audit shall be limited to assessing Provider's compliance with its obligations under this DPA, conducted during regular

business hours, and in a manner that does not unreasonably interfere with Provider's operations. Audits shall be conducted remotely where feasible, and may be performed by the LEA or an independent third-party auditor mutually agreed upon by the parties. The Provider will cooperate reasonably with the LEA

in connection with any such audit. , Such cooperation may include providing reasonable access to the Provider's relevant personnel, documentation and LEA's Student Data and all records pertaining to the delivery of Services to the LEA under the Agreement and the processing of Student Data under this DPA. Failure to reasonably cooperate with an audit consistent with requirements of this Section shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT “A”
DESCRIPTION OF SERVICES

Unless specified, and explicitly excluded below, this DPA covers access to and use of all Provider's Services, as well as any future Services that Provider may offer. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Provider, its subsidiaries, and/or affiliates, except for those explicitly excluded below.

If applicable, any **EXCLUDED** services will be listed below and are therefore not covered by this DPA:

I have completed **Exhibit “A”** and, if applicable, specified any excluded Services that are not covered under this DPA.

EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	ALL DPA-COVERED APPS						
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	×						
Other application technology metadata	×						
<i>If 'Other' checked, please specify below checked box:</i>	Location, Browser, Device operating system name						
Application Use Statistics							
Meta data on user interaction with application	×						
Assessment							
Standardized test scores							
Observation data							
Voice recordings							
Other assessment data							
<i>If 'Other' checked, please specify below checked box:</i>							
Attendance							
Student school (daily) attendance data							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
Student class attendance data							×
Communication							
Online communication captured (emails, blog entries)	×						
Conduct							
Conduct or behavioral data							
Demographics							
Data of birth							
Place of birth							
Gender							
Ethnicity or race							
Language information (native, or primary language spoken by student)							
Other demographic information							
<i>If 'Other' checked, please specify below checked box:</i>							
Enrollment							
Student school enrollment	×						
Student grade level							
Homeroom							
Guidance counselor							
Specific curriculum programs							
Year of graduation							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
Other enrollment information							
<i>If 'Other' checked, please specify below checked box:</i>							
Parent/Guardian Contact Information							
Address							
Email							
Phone							
Parent/Guardian ID							
Parent ID number (created to link parents to students)							
Parent/Guardian Name							
First and/or last							
Schedule							
Student scheduled courses	X						
Teacher names	X						
Special Indicator							
English language learner information							
Low-income status							
Medical alerts/health data							
Student disability information							
Specialized education Services (IEP or 504)							
Living situations (homeless/foster care)							
Other indicator information							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
<i>If 'Other' checked, please specify below checked box:</i>							
Student Contact Information							
Address							
Email	X						
Phone							
Student Identifiers							
Local (school district) ID number							
State ID number							
Provider/app assigned student ID number	X						
Student app username	X						
Student app passwords	X						
Student Name							
First and/or last	X						
Student In App Performance							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)							
Student Program Membership							
Academic or extracurricular activities a student may belong to or participate in							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
Student Survey Responses							
Student responses to surveys or questionnaires	×						
Student Work							
Student generated content; writing, pictures, etc.	×						
Other student work data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transcript							
Student course grades							
Student course data							
Student course grades/performance scores							
Other transcript data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transportation							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected							
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>							
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.							

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

_____ Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By _____

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Oakland Unified School District

("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 statutes; (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

PROVIDER: Canva US, Inc.

BY: Jason Wilmot Date: 18 December 2025

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 Oakland Unified School District and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY: _____

_____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: Oakland Unified School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: 1000 Broadway, Oakland, CA 94607

Telephone Number: _____

Email: _____

EXHIBIT “F”
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

Below is a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles (“Cybersecurity Frameworks”) that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

Oakland Unified School District, located at 1000 Broadway, Oakland, CA 94607

(the “**Local Education Agency**” or “**LEA**”) and

Canva US, Inc., located at 3212 E Cesar Chavez Street, Suite 1300, Austin, TX 78702
(the “**Provider**”).

All capitalized terms not otherwise defined herein shall have the meaning as defined in the attached DPA.

WHEREAS, the Provider is providing educational or digital Services to LEA. ,

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. §1232g (34 C.F.R. Part 99); and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), applicable laws, and

WHEREAS, the Provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence (“AI”) as part of the services or product provided; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree to the following:

1. **Term**. Unless otherwise terminated by the Parties, this Amendment shall remain effective for the duration of the attached DPA.
2. **Amendment to ARTICLE II, § 2**. of the DPA (Parent, Legal Guardian and Student Access) is amended as follows:

In accordance with California Education Code § 49073.1(b)(2), should the Provider store or maintain Student-Generated Content, the Provider shall, upon request from the LEA, provide a mechanism for students to retain ownership of the content they create, which shall include text or images generated by Artificial Intelligence, to be defined below. Furthermore, this NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student’s parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

3. **Amendment to ARTICLE I, to include the addition(s) of § 4 & 4.1 & 4.2:**

4. **Use of Artificial Intelligence**. If the Services described in Exhibit "A" require Provider to use AI, ownership of Student Data shall remain with the District or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the District. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to District-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.

4.1 **Hallucinations**. Provider shall use commercially reasonable efforts to monitor the Hallucination rate of the service and take industry standard methods to reduce Hallucination rates. Nothing in this Section shall be construed to require Provider to disclose proprietary methodologies or quantify hallucination rates.

4.2 **Collection of Student Data and AI Use**. The Provider must complete the attached AI Schedule of Data.

4. **Amendment to Article IV, to add a new Section 8**

Algorithmic Biases. Intentionally omitted.

5. **Amendment to Exhibit C: Definitions shall be amended to include the following terms:**

Algorithmic Bias: Where an algorithm produces systematically prejudiced outcomes favoring certain groups or disadvantaging others based on characteristics like gender, race, age, ethnicity or other protected attributes.

Artificial Intelligence (AI): Refers to systems that display intelligent behavior by analyzing their environment and taking action, with some degree of autonomy, to achieve specific goals.

Hallucination: A response by an artificial intelligence to a user request or query that is incorrect, nonsensical or misleading that may appear to be factually correct.

Describe how Student Data is Used:

Student data is used solely to provide access to and support the Canva for Education platform and its educational features. This includes enabling student accounts, facilitating classroom collaboration, personalizing content within the platform, and ensuring platform security and functionality.

Any other information related to Provider's use of AI:

Canva offers optional generative AI features that may assist with content creation (e.g., text or image generation). These features are not required to use Canva for Education and are not enabled by default for student users. If used, AI features process input data solely for the purpose of generating the requested output; the data is not used to train AI models, and no student personal

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Oakland Unified School District

BY:  DATE: 18 December 2025
Printed Name Susan Beltz Title/Position Chief Technology Officer

Provider: Canva US, Inc.

BY:  DATE: 18 December 2025
Printed Name Jason Wilmot Title/Position Head of Education

AI Addendum

(METHODS EMPLOYED BY THE AI)

The following information correlates to how the Provider will use AI in the delivery services to LEA.

Type of AI Used	Description/Common Uses	Optional	Required
Intelligent Tutoring Systems/agents (ITS)	<i>Personalized instruction based on students' individual learning needs and progress</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adaptive Learning/Assessment Platforms	<i>Adjusts the difficulty level and content of learning materials based on the student's performance and learning pace</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Language Processing (NLP)	<i>Analyze and understand students' written or spoken responses, providing feedback or assistance in language learning tasks.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Machine Learning-based Recommended Systems	<i>Recommend educational resources, such as books, videos, or exercises, based on students' preferences, learning styles, and performance history.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Virtual Assistants (i.e. Alexa, Siri, Merlyn Mind)	<i>Provide automated and personalized support by handling tasks, answering questions, and managing workflows.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chatbots/LLMs (i.e. ChatGPT)	<i>Facilitate automated and interactive communication; provides instant responses to questions and assists with various tasks through natural language processing.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Data Analytics and Predictive Modeling	<i>Analyze historical data and identify patterns to forecast future trends and inform strategic decision-making.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gamification and/or Personalized Learning Paths	<i>Enhance engagement and optimize individual learning experiences by incorporating game-like elements and/or tailoring educational content to each learner's unique needs and progress.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Computer Vision (i.e. CNNs, GANs)	<i>Interpret, analyze, and generate visual data, mimicking human visual perception for applications such as image recognition, object detection, and image synthesis.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recommender Systems/Filtering (i.e. KNN, TF-IDF)	<i>Analyze user preferences and behavior to suggest personalized content, products, or services</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Translation (i.e. Transformer, DeepL)	<i>Translate text from one language to another, leveraging advanced machine-learning techniques to understand and generate human-like language translations.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neural Machine Translation (NMT)	<i>Algorithms used to provide accurate and fluent translations by understanding and processing entire sentences as opposed to individual words or phrases.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Speech Recognition (i.e. DNNs, Wav2Vec)	<i>Convert spoken language into text by accurately identifying and processing the acoustic signals of human speech.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Type of AI Used	Description/Common Uses	Optional	Required
Time Series Analysis (i.e. ARIMA, LSTMs)	Analyze and interpret temporal data points to identify patterns, trends, and seasonal variations, aiding in forecasting and decision-making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reinforcement Learning (i.e. Q-Learning, DQNs)	Teaches optimal behaviors and decision-making policies by interacting with an environment and receiving feedback through rewards and penalties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dimensionality Reduction i.e. (PCA, t-SNE)	Reduces the number of variables in a dataset while preserving as much variability and information as possible to simplify analysis and visualization.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Types of AI Used	Specify other types of AI here:	<input type="checkbox"/>	<input type="checkbox"/>
Purpose of AI Use	Description	Optional	Required
Personalized learning	Customized learning to match a students' strengths, weaknesses, and learning styles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enhanced Teaching and Learning	Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automated Grading and Feedback	Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Identifying Learning Gaps	Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supporting Special Education	Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promoting Engagement and Motivation	Gamification elements and interactive learning experiences; increase student engagement and motivation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrative Support	Assist with administrative tasks such as scheduling, grading, and managing educational resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parental Engagement	Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Purpose(s) for AI Use	Specify other purpose(s) for AI here:	<input type="checkbox"/>	<input type="checkbox"/>

Student Data Collected With Use of AI	Description	Optional	Required
Student Name	<i>First and/or Last</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Birth	<i>Student's date of birth</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student ID Numbers	<i>Unique identification numbers to students for record-keeping purposes.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographic Information	<i>Gender, race, ethnicity, nationality, language spoken at home, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Academic Records	<i>academic performance, grades, attendance, disciplinary history, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Education Information	<i>Individualized education plans (IEPs), accommodations, special needs, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health Information	<i>Physical or mental health conditions, medications, allergies, medical history, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Biometric Data	<i>Fingerprints, facial recognition, or voiceprints for authentication or identification</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Behavioral Data	<i>Behavior, interactions with educational materials, engagement levels, learning preferences, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location Information	<i>Track locations, GPS-enabled devices, attendance tracking systems, etc.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Input Data	<i>Information fed into an AI model or algorithm, which is used to train, validate, and test the model to make predictions or perform specific tasks.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Student Data	<i>Specify other Student Data here:</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No AI used at this time	<i>Provider will immediately notify LEA if this designation is no longer applicable.</i>	<input type="checkbox"/>	<input type="checkbox"/>

☒ All requested AI Elements have been identified in this Exhibit and are correct at time of signature.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Order Form (Oakland Unified School District and Canva)	070e47cc-b8b8-4e01-bebb-535a26c1a621

Contract signed by:

Jason Wilmot	Signer ID:	a102d7ad-370d-4db9-9bba-652b1397dca3
	Email:	jwilmot@canva.com
Date / Time:	Dec 18, 2025 at 6:32 PM UTC	
IP Address:	174.164.139.227	
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/143.0.0.0 Safari/537.36	

Susan Beltz	Signer ID:	d83c10b8-e912-4b9a-876a-76b8e4b7037d
	Email:	susan.beltz@ousd.org
Date / Time:	Dec 18, 2025 at 8:00 PM UTC	
IP Address:	97.191.158.39	
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36	