

Canva Enterprise Subscription Agreement

This Canva Enterprise Subscription Agreement (the “**Enterprise Subscription Agreement**”) is entered into by and between the Canva entity (“**Canva**”) and the customer (“**Customer**”) identified in an Order Form that references this Enterprise Subscription 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 Enterprise Subscription Agreement, all Order Forms hereunder, hyperlinked policies and addenda, subsequent amendments, and such other attachments and exhibits that the parties’ authorized representatives mutually agree to in writing.

1. DEFINITIONS

- 1.1 “**Acceptable Use Policy**” means Canva’s [Acceptable Use Policy](https://www.canva.com/policies/acceptable-use-policy/) (https://www.canva.com/policies/acceptable-use-policy/), which is hereby incorporated into this Agreement by reference.
- 1.2 “**Administrator**” means the User designated by Customer to oversee, manage, provide access to, and authorize use of the Service.
- 1.3 “**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.
- 1.4 “**Covered AI Product**” means Canva’s suite of generative AI powered tools including, but not limited to, Magic Media, Magic Write, Magic Edit, Magic Design, Magic Switch, Magic Grab, Magic Morph, Magic Expand, Magic Eraser, Magic Animate, Background Remover, Translate, and Canva’s AI-powered Assistant.
- 1.5 “**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.
- 1.6 “**Design**” means any design output created by Customer and/or its Users on the Service.
- 1.7 “**Input**” means text, images, videos, or other prompts entered by a User into a Covered AI Product.
- 1.8 “**Intellectual Property Rights**” means any intellectual property rights existing anywhere in the world, including: copyright, patents, trademarks, designs, and all other rights of a similar nature arising through intellectual activity.
- 1.9 “**Licensed Content**” means content (including, but not limited to, stock media such as photos, templates, images, video, and audio) made available on the Service that is subject to Canva’s [Content License Agreement](https://www.canva.com/policies/content-license-agreement/) (https://www.canva.com/policies/content-license-agreement/) or the [Popular Music License](https://www.canva.com/policies/popular-music-license/) (https://www.canva.com/policies/popular-music-license/) as applicable, incorporated into this Agreement by reference.
- 1.10 “**Login**” means a username and password assigned to a User for purposes of accessing the Service.
- 1.11 “**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.
- 1.12 “**Output**” means text, images, videos, or other content generated and returned by the Covered AI Product based on the Input provided by a User.
- 1.13 “**Print-on-Demand**” means an order fulfillment offering providing the option to print Customer’s Designs on demand with one of Canva’s Print-on-Demand partners.
- 1.14 “**Service**” means the platform-as-a-service offering(s) provided by Canva as set forth in the Order Form(s), including any updates thereto, as may be available online, via mobile application, or other forms.
- 1.15 “**Subscription Fee(s)**” means the fee paid for access to the Service.
- 1.16 “**Subscription Term**” means the duration for which Customer has subscribed to the Service as set forth in the applicable Order Form and any renewal term thereafter.
- 1.17 “**Third Party Services**” means any applications, products, websites, and services not provided by Canva that may be used by Customer in conjunction with the Service.
- 1.18 “**User**” means Customer’s and its Affiliates’ employees, contractors, and agents authorized by Customer to use the Service.

2. USING THE SERVICE

- 2.1. Provision of Service. Subject to this Agreement, Canva will provide a limited, nonexclusive, worldwide, royalty-free right and license to Customer to access and use 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 Enterprise Subscription Agreement as if it were an original party to this Agreement. Customer shall be responsible for its Affiliates' compliance with this Agreement.
- 2.3. Intellectual Property Rights. 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 third-party licensors. Canva owns or has legal rights to all content, data, software, inventions, ideas, and other technology and intellectual property that it develops in connection with its products and the Service.
- 2.4. Logins. Each User must have a unique Login. Customer shall be responsible for all Users for compliance with this Agreement, and shall ensure that each User obtains a unique Login. Furthermore, Customer shall ensure that its Users keep their Login credentials confidential and promptly notify Canva in the event Customer becomes aware of any unauthorized use of a Login.
- 2.5. Use Restrictions. Customer and its Affiliates 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 the Service available to any third party other than its 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; (v) combine the Service or any part thereof with or incorporate the Service with or in any other program not authorized in writing by Canva; (vi) use the Service in violation of any applicable law, regulation, or other rule; or (vii) use the Service to store or transmit a virus or malicious code.
- 2.6. Acceptable Use Policy. Customer's use of the Service, Customer Material, and Customer's Designs must comply with Canva's [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 the 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.
- 2.7. Customer Obligations. Customer is solely responsible for: (i) providing all hardware, software, networking, and communications capabilities necessary for Customer's access to the Service; (ii) all activities conducted by each of its Users and each User's compliance with the terms of this Agreement; (iii) 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 as a User.
- 2.8. Third Party Services. Customer, in its sole discretion, 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). Customer's use of a Third Party Service is subject to the terms and conditions of this Agreement and those 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 any Third Party Services.

3. SECURITY AND DATA PRIVACY

- 3.1. Information Security. Canva shall maintain industry-standard technical and organizational measures to maintain the security of the Service and Customer Material while in Canva's possession.
- 3.2. Data Privacy. To the extent Customer Personal Data subject to the Applicable Privacy Laws (as those terms are defined in the Data Processing Addendum) is processed by Canva on the Customer's behalf in connection with the Customer's use of the Service, Canva's [Data Processing Addendum](https://www.canva.com/policies/data-processing-addendum/) (<https://www.canva.com/policies/data-processing-addendum/>) (as may be updated from time-to-time) is hereby incorporated by reference.

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 Material, 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 nonexclusive, royalty-free, worldwide right and 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](#) or [Popular Music License](#), as applicable. The applicable license rights and restrictions vary depending on the type and source of the Licensed Content.
- 4.3 Designs. Customer and Users may create Designs on the Service incorporating Licensed Content, Customer Material, and any other content available on the Service (including content accessible via third party apps). Customer retains ownership of its Designs (and the Intellectual Property Rights therein), save that Customer's ownership rights are in all cases subject to Canva's continued ownership of any Intellectual Property Rights to the Licensed Content and any other third party material incorporated therein subject to the restrictions set forth in the Content License Agreement and the Acceptable Use Policy. Excluding Licensed Content, which is subject to the restrictions set forth in the Content License Agreement and the Acceptable Use Policy, Canva grants a perpetual, irrevocable, transferable, exclusive worldwide license to a Design created by Customer and its Users through the Service for its business purposes.
- 4.4 AI Content. Customer's use of AI Content is subject to [Canva's AI Product Terms](https://www.canva.com/policies/ai-product-terms/) (<https://www.canva.com/policies/ai-product-terms/>), hereby incorporated by reference into the Agreement. As between Customer and Canva, to the extent permitted by law and subject to the terms of the Agreement, Customer owns its Input and Output and gives Canva the right to host and use its Input and Output on the Service. For the avoidance of doubt, Canva will not make any copyright ownership claim over Customer's Input or Output.
- 4.5 Publishing Customer Material and Designs. In using the Service, Customer and Users may Publish (as defined in the Content License Agreement) or share Designs via a Third Party Service or create public links to Designs. For the avoidance of doubt, Canva maintains no responsibility in relation to Customer or its Users' Publishing of Designs, and neither Canva's enablement of the feature to Publish Designs publicly nor the Service's performance of actions to Publish Designs publicly at Customer's, Customer's Affiliates, or Users election shall be considered a violation of any of Canva's privacy obligations under this Agreement.

5. USING THE SERVICE TO PUBLISH A WEBSITE

- 5.1. Customer or its Users may use the Service to design and Publish a website ("**Canva Site**").
- 5.2. 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. Canva reserves the right to, at its sole discretion, reject or remove any domain names that it deems inappropriate.
- 5.3. 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-on-Demand orders within the Service. Print-on-Demand 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. Print-on-Demand services are subject to any terms or conditions provided by third party suppliers who are responsible for completing, delivering, or otherwise making available print orders. For the avoidance of doubt, delivery times are only estimates which Canva cannot guarantee.

7. FEEDBACK

Customer hereby assigns to Canva any suggestions, ideas, enhancement requests, or other feedback provided by Customer to Canva relating to the Service.

8. BILLING

- 8.1. Fees and Payment. Customer will be billed for the number of Users set forth in the initial Order Form. When Customer adds additional Users, Customer will be billed on a pro-rated basis 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 Customer's Administrator(s) via email 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 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. 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:
- 9.1.1. 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; and
 - 9.1.2. it shall comply with all applicable export control, trade, and economic sanctions laws including, but not limited to restrictions set forth by the Office of Foreign Assets Control (OFAC).
- 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.
- 9.3. 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. For the avoidance of doubt, Trial Services are Confidential Information as defined in this Agreement.

10. CONFIDENTIALITY

- 10.1. Definition. "**Confidential Information**" means, without limitation, product plans, inventions, know-how, technical information, financial information, Customer data, or other business information disclosed or made available by a party ("**Discloser**") to the other party ("**Recipient**") whether orally or in writing and that is identified as confidential at the time of disclosure or should reasonably be known by the Recipient to be confidential.

- 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 that have 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 Indemnification by Customer. Customer shall defend Canva and its Affiliates, and their respective 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 Indemnified Parties, and shall indemnify and hold harmless Canva Indemnified Parties from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in any settlement (that has been approved by Canva) to the extent arising from: (i) use of the Service by Customer or any User in a manner that breaches the Acceptable Use Policy or this Agreement; or (ii) any allegation that Customer Material infringes any patent, copyright, or trade secret of a third party.

11.2 Indemnification by Canva.

11.2.1 Indemnity for Use of the Service. Canva shall defend Customer, its Users, and its Affiliates (as applicable), and their respective employees, officers, and directors (collectively, "**Customer Indemnified Parties**"), from and against any claim, demand, or action brought by a third party against Customer, and shall indemnify and hold harmless Customer Indemnified Parties 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.

Canva's indemnification obligations described in this Section 11.2.1 shall not apply and Canva will have no liability for any infringement claim of any kind, to the extent the claim results from: (i) modification of the Service made by Customer or a User; (ii) unauthorized or unlicensed use of the Service in violation of this Agreement; (iii) Customer Material; or (iv) Canva's creation of designs, templates, or materials pursuant to Customer's instructions.

11.2.2 Indemnity for Customers With Over One Hundred (100) or More Paid Users. The indemnities in this Section 11.2.2 shall apply only to Customers with one hundred (100) or more paid Users.

11.2.2.1 Canva Content Indemnity. Canva shall defend Customer Indemnified Parties from and against any claim, demand, or action brought by a third party against Customer Indemnified Parties, and shall indemnify and hold Customer Indemnified Parties harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in a settlement (that has been approved by Canva), to the extent arising from an allegation that Licensed Content infringes on a third party's Intellectual Property Rights.

Canva will have no liability for any infringement claim of any kind if the claim results from: (i) use of content in violation of this Agreement, including Canva's Content License Agreement; (ii) the combination of Licensed Content with Customer Material or modification of Licensed Content by a user, if the claim would not have arisen without such combination or modification; (iii) continued use of Licensed Content after Canva's instruction to discontinue use of such content; or (iv) the context in which Licensed Content is used.

Canva's indemnification obligations described in this Section 11.2.2 shall apply only to Licensed Content that is available to a User in the object panel within the Canva editor after the setting entitled "Who can access elements covered by Canva's IP indemnity" is applied in the Service for such User.

11.2.2.2 Canva Shield AI Output Indemnity. Canva shall defend, at its expense, Customer Indemnified Parties from and against a claim, demand, or action brought by a third party against Customer Indemnified Parties, and

shall indemnify and hold Customer Indemnified Parties harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in a settlement (that has been approved by Canva), to the extent arising from an allegation that Output generated by a Covered AI Product functionality infringes any third party's patent, copyright, trademark, publicity rights or privacy rights.

Canva's indemnification obligations described in this Section 11.2.2 shall not apply, and Canva will have no liability for any infringement claim of any kind to the extent the claim results from: (i) Input that infringes a third party's patent, copyright, trademark, publicity rights or privacy rights; (ii) continued use of Output even after Canva's instruction to discontinue use of such Output; (iii) use of a Covered AI Product functionality in any way to intentionally create infringing content; (iv) the combination of the Output with Customer Material or modification of Output by a user, if the claim would not have arisen without such combination or modification; or (v) use of the Service in violation of this Agreement, Canva's AI Product Terms or any other agreement between Canva and Customer.

- 11.3 Procedure. If one party (the "**Indemnatee**") 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 Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee or that imposes financial liability on Indemnatee without Indemnatee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnatee 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 Indemnatee, except to the extent authorized by the Indemnitor.
- 11.4 Remedy for Injunctive Use of Services. If Customer's use of the Service is, or in Canva's opinion is likely to be, enjoined due to Intellectual Property Rights infringement, Canva may, at its sole option and expense (and to the extent applicable): (i) procure for Customer the right to continue using the Service under the terms of this Agreement; (ii) replace or modify the Service so that it is non-infringing; (iii) substitute substantially similar functions or services; or if options (i), (ii), or (iii) if the above cannot be accomplished despite Canva's reasonable efforts, Canva may terminate this Agreement and Customer's rights to the Service and refund a prorated portion of any prepaid Subscription Fees for the period beginning on the effective date of termination through the end of the then-current Subscription Term.
- 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 BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY 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 2.5 ("**USE RESTRICTIONS**"); EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR A PARTY'S GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.
- 12.2 **GENERAL LIABILITY CAP**. 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 2.5 ("**USE RESTRICTIONS**"); EITHER PARTY'S INDEMNIFICATION OBLIGATIONS (EXCLUDING THOSE INDEMNITIES SUBJECT TO THE AI OUTPUT LIABILITY CAP); OR A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

- 12.3 **AI OUTPUT LIABILITY CAP.** NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL CANVA'S LIABILITY UNDER SECTION 11.2.2.2 (CANVA SHIELD AI OUTPUT INDEMNITY) EXCEED THE GREATER OF (I) THREE TIMES (3x) THE SUBSCRIPTION FEES PAID BY CUSTOMER IN THE 12 MONTHS PRIOR TO CUSTOMER'S NOTICE GIVING RISE TO AN INDEMNITY OBLIGATION HEREUNDER OR (II) US\$3,000,000 (THREE MILLION DOLLARS).

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.
- 13.2 **Subscription Term.** The initial Subscription Term shall be specified in the relevant Order Form. Upon the expiration of the initial Subscription Term, the Subscription Term will automatically renew for successive 12-month terms, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Canva will provide notice of an upcoming renewal and any applicable increase to pricing forty-five (45) days or more prior to the end of the then-current Subscription Term.
- 13.3 **Termination for Cause.** Either party may terminate the Agreement immediately upon written notice in the event that (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach; or (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 material 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 as outlined in an applicable Order Form.
- 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 **Attorney's 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.
- 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.	3212 E. Cesar Chavez Street, Building 1, Suite 1300, Austin, TX 78702
Canva Pty Ltd	Level 1, 110 Kippax St, Surry Hills, New South Wales, Australia
Canva UK Operations Ltd	33-35 Hoxton Square, London N1 6NN, UK
Any Canva Entity copy to:	legal@canva.com

- 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 the Order Form shall control. This Agreement is binding upon and inures to the benefit of, the parties and their respective permitted successors and assigns.