



Miro Master Cloud Agreement Guide

[This Guide does not form part of the Master Cloud Agreement]

To assist in your review of Miro's Master Cloud Agreement ("MCA"), we want to first provide you with information about Miro's software-as-a-service offering and how we deliver it.

What services does Miro provide and what Miro's business model?

Miro provides an annual subscription-based software-as-a-service (SaaS) for visual collaboration. Our cloud-based SaaS Service allows Users to create, collaborate and centralize communications through an interactive visual workspace. Our SaaS Service is provided via a one-to-many model leveraging a common infrastructure and Users access it via a URL or through our desktop or mobile clients. All Users are on the same version of the software, as we release updates during scheduled maintenance windows. This one-to-many operational model affords us the efficiencies required to prioritize and focus our resources on maintaining, improving, delivering, and securing the best possible solution for all our customers, at the same time avoiding the need for customers to manage costly and disruptive upgrades. Please take note of the following nuances of our service, and our business model, as they inform the terms of our MCA:

- Our SaaS Service, SLA, Support Policy and Security Policy are standardized and applied uniformly across our customer base so that we can comply with our obligations, mitigate risk, and drive efficiency. As such, these operational business practices are not customizable on a customer-by-customer basis. Adhering to bespoke policies or customized SLAs would create untenable operational burdens contrary to the efficiencies of a one-to-many business model and would impede our ability to support customers at scale.
- As a SaaS offering, we are unable to accommodate contractual requests to meet specific customer requirements, such as "acceptance testing," etc. Before subscribing, please determine if our SaaS Service meets your business and security needs.
- Our MCA includes indemnities and limitations of liabilities that reflect our one-to-many business model and that meet, if not exceed, industry standards. Unlike other SaaS providers, Miro does not cap its indemnity obligation related to third party intellectual property claims. However, as is standard in commercial transactions, all other damages are subject to a limitation of liability, proportional to the value of the agreement.
- As a one-to-many provider, our pricing is predicated on the terms in our standard MCA and the risk allocations therein. Any requests to alter the MCA terms and risk allocations may impact your quoted price.
- We do NOT develop customized software or provide work-for-hire services. As such we do not create deliverables for customers under the MCA that are subject to any transfers of ownership.

What type of data will be submitted into Miro's SaaS?

Our customers retain full ownership of the data and absolute control over the types of data they choose to submit into the SaaS Service. However, Miro does prohibit the submission of certain types of sensitive data (e.g. PHI, SSN, and PCI). While we maintain compliance with Laws that are applicable to our provision of our Services, we do not hold ourselves out to be compliant with any industry specific standards to which our customers' businesses may be subject (e.g. HIPPA, GBLA, PCI DSS, OCC, etc).

How does Miro protect the data your Users submit to the SaaS Service?

Protecting Customer Content (i.e. data you upload to the SaaS Service, as further defined in the MCA) from unauthorized access is a top priority for Miro. Miro takes an "eyes off" approach where we only access and/or use Customer Content for limited purposes, and only as necessary to provide the SaaS Service and meet our obligations to you under the MCA. We are also ISO 27001 certified and undergo independent SOC -2 audits on an annual basis. You can find additional information regarding our security and privacy standards, policies, and procedures, as set forth at <https://miro.com/trust/>.

What kind of personal data does Miro collect about its Users?

The only personal data that we need to collect to provide our SaaS Service are Users' names and email addresses. Whether Miro collects additional personal data depends on the customer's specific use of our SaaS Service within its organization and the information its Users upload. Miro does, however, prohibit the submission of certain types of sensitive data (e.g. PHI, SSN, and PCI). As a result, our customers routinely see us as having a lower risk profile than other services that rely heavily on the collection of personal data. While we maintain compliance with Laws that are applicable to our provision of Services, we do not hold ourselves out to be compliant with any industry specific standards to which our customers' businesses may be subject (e.g. HIPPA, GBLA, PCI DSS, OCC, etc). To the extent Users upload personal data to our SaaS Service as part of Customer Content, the customer retains full ownership of this data and control over its Users' personal data as provided under Miro's Data Processing Addendum (DPA) that is included by reference in the MCA. Miro's DPA is modeled after Article 28 of the European General Data Protection Regulation (GDPR) and also addresses requirements under US privacy laws, including the California Consumer Privacy Act. Miro outlines its data practices in its [Privacy Policy](#) that is available publicly to all Users.

We hope this guide provides useful context for your review of our MCA. We are happy to answer any questions that you may have.