



## Miro Master Cloud Agreement

This Master Cloud Agreement (“**Agreement**”) is between RealtimeBoard Inc. dba Miro (“**Miro**”) and the customer identified above (“**Customer**”). This Agreement allows Customer and its Affiliates to purchase access to the Service and related Technical Services under one or more Orders. Certain capitalized terms are defined in Section 20 (Definitions) and others are defined contextually in this Agreement.

**1. Overview.** Miro offers a unique Service for visual collaboration that is designed to allow Users to create, collaborate and centralize communication through interactive online virtual whiteboards. Customer maintains sole control over the types and content of all Customer Content it submits to the Service.

### **2. The Service.**

**2.1. Permitted Use.** During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the [Documentation](#) and this Agreement, including any usage limits in an Order. This includes the right to copy and use the Software as part of Customer’s authorized use of the Service.

**2.2. Users.** Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by Miro’s breach of this Agreement). Customer will promptly notify Miro if it becomes aware of any compromise of its User login credentials. Miro uses User account information as described in its [Privacy Policy](#).

**2.3. Administrators.** Customer may designate a User as an administrator with control over Customer’s Service account, including management of Users and Customer Content, as described in the [Documentation](#). Customer is fully responsible for its choice of administrators and any actions they take.

**2.4. Customer Affiliates.** Customer’s Affiliates may use the Service as Users of Customer. Alternatively, an Affiliate of Customer may enter its own Order(s) as mutually agreed with Miro, and this creates a separate agreement between the Affiliate and Miro that incorporates this Agreement with the Affiliate treated as “Customer.” Neither Customer nor any Customer Affiliate has any rights under each other’s agreement with Miro, and breach or termination of any such agreement is not breach nor termination under any other.

**2.5. Access to Third Party Boards.** Customer acknowledges that to the extent its Users are invited to access a third-party’s Board, any access to that Board as well as any content the User submits will be under the sole control of that other customer.

**2.6. Sharing Settings.** Through the Service Customer controls who it shares Boards with (including making Boards public). Miro has no liability for how others may access or use Customer Content as a result of Customer’s or its Users’ decision to share a Board.

**2.7. Age Requirement for Users.** The Service is not intended for, and may not be used by, anyone under the age of 16. Customer is responsible for ensuring that all Users are at least 16 years old.

**2.8. Restrictions.** Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to,

third parties, (c) use the Service to develop a similar or competing product or service, (d) scrape, data mine, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to or unauthorized data from the Service, except to the extent expressly permitted by Law (and then only with prior notice to Miro), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorized copies of the Software), (f) remove or obscure any proprietary notices in the Service or otherwise misrepresent the source of ownership of the Service, (g) publish benchmarks or performance information about the Service, (h) interfere with the Service’s operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, (i) transmit any viruses or other harmful materials to the Service, (j) allow Users to share User seats, (k) engage in any fraudulent, misleading, illegal or unethical activities related to the Service or (l) use the Service to store or transmit material which contains illegal content.

**3. SLA and Support.** During the Subscription Term, the Service will be subject to the [SLA](#) and Miro will provide Support in accordance with the [Support Policy](#).

### **4. Customer Content.**

**4.1. Data Use.** Customer grants Miro the non-exclusive, worldwide right to use, copy, store, transmit and display Customer Content and to modify and create derivative works of Customer Content (for reformatting or other technical purposes), but only as necessary to provide the Service, Support and any Technical Services to Customer under this Agreement.

**4.2. Security.** Miro uses reasonable technical and organizational measures designed to protect the Service and Customer Content as described in the [Security Policy](#).

**4.3. Personal Data.** Each party agrees to comply with the [DPA](#).

**4.4. Data Export.** During the Subscription Term or within 30 days thereafter, Customer may export its Customer Content from the Service using the export features described in the [Documentation](#). After this export period, Miro may delete Customer Content in accordance with its standard schedule and procedures. If Customer elects to proactively delete its account at any time, all associated Customer Content will be deleted permanently and cannot be retrieved.

### **5. Customer Obligations.**

**5.1. Generally.** Customer is responsible for its Customer Content, including its content and accuracy, and agrees to comply with Laws in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Content with the Service and grant Miro the rights in Section 4.1 (Data Use), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Content.

**5.2. Prohibited Uses.** Customer must not use the Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Miro is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Miro has no liability for Prohibited Data or use of the Service for High Risk Activities.

**5.3. Individual User Account Takeover.** The Service may contain functionality allowing Customer to convert accounts previously registered by individuals using email addresses from Customer's domain into User accounts under Customer's control. Customer represents and warrants that it has all necessary rights and consents to the extent it converts any existing accounts registered using email addresses from Customer's domain into accounts under Customer's control.

**6. Suspension of Service.** Miro may suspend Customer or a User's access to and use of the Service and related services if Customer breaches Section 2.7 (Age Requirement for Users), Section 2.8 (Restrictions) or Section 5 (Customer Obligations), if Customer's account is 10 days or more overdue or if Customer's or User's actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, Miro will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Miro will promptly restore Customer's or User's access to the Service in accordance with this Agreement.

**7. Third-Party Platforms.** Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Miro does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Content. If Customer enables a Third-Party Platform with the Service, Miro may access and exchange Customer Content with the Third-Party Platform on Customer's behalf.

**8. Technical Services.** Any purchased Technical Services are as described in the relevant Order. Customer will give Miro timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Miro's obligation to provide Technical Services will be excused until access is provided. Miro will use Customer Materials only for purposes of providing Technical Services. Any Technical Services deliverables relate to the configuration or use of the Service. Customer may use Technical Services deliverables only as part of its authorized use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations).

## **9. Commercial Terms.**

**9.1. Subscription Term.** Unless otherwise specified in the applicable Order, each Subscription Term will renew for successive 12-month periods, unless either party gives the other party notice of non-renewal at least 90 days before the current Subscription Term ends.

**9.2 Fees and Taxes.** Fees are as described in each Order. Customer will reimburse Miro for pre-approved travel and lodging expenses it incurs in providing Technical Services. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Miro's then-current rates,

regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 10.2 (Warranty Remedy), Section 14.4 (Mitigation and Exceptions) and the [SLA](#). Customer is responsible for any sales, use, goods and services, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Miro's income tax. Fees and expenses are exclusive of Taxes.

## **10. Warranties and Disclaimers.**

**10.1. Limited Warranty.** Miro warrants to Customer that:

(a) the Service will perform materially as described in the [Documentation](#) and Miro will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**") and

(b) Miro will perform any Technical Services in a professional and workmanlike manner (the "**Technical Services Warranty**").

**10.2. Warranty Remedy.** If Miro breaches Section 10.1 (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Miro will use reasonable efforts to correct the non-conformity. If Miro cannot do so within 60 days of Customer's warranty claim, either party may terminate the affected Order as relates to the non-conforming Service or Technical Services. Miro will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). These procedures are Customer's exclusive remedy and Miro's entire liability for breach of the warranties in Section 10.1. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

**10.3. Disclaimers.** Except as expressly provided in Section 10.1 (Limited Warranty), the Service, Support, Technical Services and all related Miro services are provided "**AS IS**". Miro and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (SLA and Support), Miro does not warrant that Customer's use of the Service will be uninterrupted or error-free or that the Service will meet Customer's requirements, operate in combination with third-party services used by Customer or maintain Customer Content without loss. Miro is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Miro's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

## **11. Term and Termination.**

**11.1. Term.** This Agreement starts on the Effective Date and continues until 90 days after expiration or termination of all Subscription Terms.

**11.2. Termination.** Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed,

creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

**11.3. Effect of Termination.** Upon expiration or termination of this Agreement or an Order, Customer's access to the Service and Technical Services will cease, other than limited use of the Service to export Customer Content as described in Section 4.4 (Data Export). At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Content, which is addressed in Section 4.4). Customer Content and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

**11.4. Survival.** These Sections survive expiration or termination of this Agreement: 2.8 (Restrictions), 4.4 (Data Export), 5 (Customer Obligations), 9.2 (Fees and Taxes), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 12 (Ownership), 13 (Limitations of Liability), 14 (Indemnification), 15 (Confidentiality), 16 (Required Disclosures), 19 (General Terms) and 20 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

**12. Ownership.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Miro's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Customer Content and Customer Materials provided to Miro. Except for Customer's use rights in this Agreement, Miro and its licensors retain all intellectual property and other rights in the Service, any Technical Services deliverables and related Miro technology, templates, formats and dashboards, including any modifications or improvements to these items made by Miro. Miro may generate and use Usage Data to operate, improve, analyze and support the Service and for other lawful business purposes. If Customer provides Miro with feedback or suggestions regarding the Service or other Miro offerings, Miro may use the feedback or suggestions without restriction or obligation.

### **13. Limitations of Liability.**

**13.1. Consequential Damages Waiver.** **The disclaimer in this Section 13.1 (Consequential Damages Waiver) will not apply to the extent prohibited by Laws. Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, revenues, goodwill, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.**

**13.2. Liability Cap.** **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Miro during the prior 12 months under this Agreement.**

**13.3. Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Sections 2.8 (Restrictions) or 5 (Customer Obligations), (b) either party's breach of Section 15 (Confidentiality) (but excluding claims relating to Customer Content), (c) amounts payable to third parties under the indemnifying party's obligations in Section 14 (Indemnification), (d) either party's willful misconduct or (e) Miro's performance of the Service that results in death, personal injury or damage to tangible property.

**13.4. Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 13 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

### **14. Indemnification.**

**14.1. Indemnification by Miro.** Miro will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorized in this Agreement, infringes a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Miro resulting from the claim.

**14.2. Indemnification by Customer.** Customer will defend Miro from and against any third-party claim to the extent resulting from Customer Content, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless Miro against any damages or costs awarded against Miro (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

**14.3. Procedures.** The indemnifying party's obligations in this Section 14 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when Miro is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

**14.4. Mitigation and Exceptions.** In response to an actual or potential infringement claim, if required by settlement or injunction or as Miro determines necessary to avoid material liability, Miro may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Miro's obligations in this Section 14 do not apply (1) to the extent infringement results from Customer's modification of the Service or use of the Service in combination with items not specified in the [Documentation](#) or provided by Miro (including Third-Party Platforms), (2) to infringement resulting from Software other than the most recent release provided by Miro, (3) to unauthorized use of the Service, (4) if Customer settles or makes any admissions about a claim without Miro's prior consent, (5) if Customer continues to use the Service (or any element thereof) after being notified of allegedly infringing activity or informed of modifications that would have avoided the alleged infringement or (6) to Trials and Betas or other free or evaluation. **This Section 14 sets out Customer's exclusive remedy and Miro's entire liability regarding infringement of third-party intellectual property rights.**

### **15. Confidentiality.**

**15.1. Definition.** "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be

proprietary or confidential due to its nature and the circumstances of its disclosure. Miro's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service. Customer's Confidential Information includes Customer Content.

**15.2. Obligations.** As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 4.1 (Data Use), and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Miro, the subcontractors referenced in Section 19.9), provided it remains responsible for their compliance with this Section 15 and they are bound to confidentiality obligations no less protective than this Section 15.

**15.3. Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

**15.4. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 15.

**16. Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Customer Content and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

**17. Trials and Betas.** If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by Miro (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Miro may never release, and their features and performance information are Miro's Confidential Information. **Notwithstanding anything else in this Agreement, Miro provides Trials and Betas "AS IS" with no warranty, indemnity, SLA or support and its liability for Trials and Betas will not exceed US\$50.**

**18. Publicity.** Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Laws. However, Miro may include Customer and its trademarks in Miro's customer lists and promotional materials but will cease this use at Customer's written request.

**19. General Terms.**

**19.1. Assignment.** Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is

void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**19.2. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

**19.3. Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.

**19.4. Notices.** Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested) or (c) one day after dispatch if by a commercial overnight delivery service. Either party may update its address with notice to the other party. All notices to Miro must include a copy emailed to [legal@miro.com](mailto:legal@miro.com). Miro may also send operational notices to Customer by email or through the Service.

**19.5. Entire Agreement.** This Agreement (which includes all Orders, the Policies and the [DPA](#)) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

**19.6. Amendments.** Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Miro. Nonetheless, with notice to Customer, Miro may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Miro's overall obligations during a Subscription Term. The terms in any past, contemporaneous or future Customer purchase order, business form or vendor management portal will not amend or modify this Agreement and are expressly rejected by Miro; any of these documents are for administrative purposes only and have no legal effect.

**19.7. Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

**19.8. Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

**19.9. Subcontractors.** Miro may use subcontractors and permit them to exercise Miro's rights, but Miro remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

**19.10. Independent Contractors.** The parties are independent

contractors, not agents, partners or joint venturers.

**19.11. Export.** Each party agrees to comply with all relevant U.S. and foreign export and import Laws in its performance under this Agreement. Each party represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country. Customer agrees (a) not to access or use the Service in violation of any U.S. export embargo, prohibition or restriction and (b) that it will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations.

**19.12. Open Source.** The Software may incorporate third-party open source software (“OSS”), as listed in the [Documentation](#) or by Miro upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

**19.13. Government End-Users.** Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

**19.14. Insurance.** During the Subscription Term, Miro will carry industry standard commercial insurance.

## 20. Definitions.

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“**Board**” means an online virtual whiteboard or other element of the Service displaying Customer Content.

“**Customer Content**” means any data, content or materials that Customer (including its Users) creates within or submits to the Service, including from Third-Party Platforms.

“**Customer Materials**” means materials, systems and other resources that Customer provides to Miro in connection with Technical Services.

“**DPA**” means the Data Processing Addendum between the parties, the current version of which is [here](#).

“**Documentation**” means Miro’s usage guidelines and standard technical documentation for the Service, the current version of which is [here](#).

“**High Risk Activities**” means activities where use or failure of the Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

“**Laws**” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

“**Order**” means an order for access to the Service, Support, Technical Services or related services that is executed by the parties and references this Agreement.

“**Policies**” means the [Privacy Policy](#), [Security Policy](#), [Support Policy](#) and [SLA](#).

“**Privacy Policy**” means the Privacy Policy, the current version of which is [here](#).

“**Prohibited Data**” means any (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation, (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“**HIPAA**”), (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (d) other information subject to regulation or protection under specific Laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations), (e) social security numbers, driver’s license numbers or other government ID numbers or (f) any medical data, financial data, data about minors or other sensitive personal data protected under foreign or domestic Laws.

“**Security Policy**” means the Miro Security Policy, the current version of which is [here](#).

“**Service**” means Miro’s proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Service includes the Software and [Documentation](#) but does not include Technical Services deliverables or Third-Party Platforms.

“**SLA**” means the Miro Service Level Agreement, the current version of which is [here](#).

“**Software**” means any Miro client software, scripts, apps or other code provided to Customer by Miro for use with the Service.

“**Subscription Term**” means the term for Customer’s use of the Service as identified in an Order.

“**Support**” means support for the Service as described in the [Support Policy](#). Customer’s Support level will be identified in its Order.

“**Support Policy**” means the Miro Support Policy, the current version of which is [here](#).

“**Technical Services**” means any training, enablement or other technical services provided by Miro related to the Service, as identified in an Order.

“**Third-Party Platform**” means any platform, add-on, service, product, app or integration not provided by Miro that Customer elects to integrate or enable for use with the Service.

“**Usage Data**” means Miro’s technical logs, data and learnings about Customer’s use of the Service, but excluding Customer Content.

“**User**” means any individual that Customer or its Affiliate permits or invites to use the Service, as further described in the [Documentation](#).