

Data Processing Addendum

This Data Processing Addendum (“DPA”) shall apply if and to the extent MIRO collects or otherwise processes Personal Data on behalf of Customers located in the European Union in connection with performance of its obligations under the Master Services Agreement (“Agreement”) entered into by the parties and as described in Annex A to this DPA, attached hereto and incorporated by reference herein. The parties agree that this DPA shall be incorporated into and form part of the Agreement and subject to the provisions therein, including limitations of liability. Terms defined in the Agreement shall have the same meaning when used in this DPA, unless defined otherwise herein.

1 Definitions and interpretation

For purposes of this DPA, “Controller”, “Processor”, “Data Subject”, “Personal Data” and “Personal Data Breach” have the meanings provided in the EU General Data Protection Regulation 2016/679 (“GDPR”).

“Conflicting Processing Obligation” shall mean an obligation on MIRO under applicable law, court order, subpoena, or other mandatory request by a court or governmental authority of competent jurisdiction to disclose or otherwise process Personal Data other than as instructed by Customer.

“Data Protection Legislation” shall mean all data protection and privacy legislation applicable to the parties, which for the avoidance of doubt shall include the GDPR.

2 Roles and Ownership of Personal Data

2.1 For the purposes of processing of Personal Data under the Agreement, Customer (or a Customer Affiliate on whose behalf Customer is authorized to instruct MIRO) shall be regarded as a Controller and MIRO shall be regarded as a Processor.

2.2 MIRO acknowledges that, between the parties, all rights, title and interest in the Personal Data processed under the Agreement is vested solely in Customer or a Customer Affiliate, as the case may be.

3 Special undertakings of Customer

Customer undertakes to:

3.1 Comply with all applicable requirements of the Data Protection Legislation;

3.2 Advise MIRO of any requirements under Data Protection Legislation applicable to

Customer Data other than those provided in the GDPR;

3.3 Ensure that there is a legal ground for processing the Personal Data as envisioned under the Agreement;

3.4 Provide MIRO with instructions regarding MIRO’s processing of Personal Data as set out in this DPA and in any additional documented instructions provided by Customer, if applicable.

4 Special undertakings of MIRO

MIRO undertakes to:

4.1 Comply with all applicable requirements of the GDPR and Data Protection Legislation in other jurisdictions to the extent Customer and MIRO have agreed such legislation is applicable and the Service is able to comply;

4.2 Only process the Personal Data in accordance with instructions from Customer;

4.3 Ensure that: (a) only employees which must have access to the Personal Data in order to meet MIRO’s obligations under the Agreement have access to the Personal Data, (b) such employees have received appropriate training and instructions regarding processing of Personal Data, and (c) such employees are subject to written agreements of confidentiality or are under an appropriate statutory obligation of confidentiality regarding Customer Data and other Customer Confidential Information;

4.4 Ensure that it has in place appropriate technical and organizational measures to protection against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures must be appropriate to the harm that might result from the unauthorized or unlawful processing

or accidental loss, destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost implementing any measures;

4.5 Assist Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities;

4.6 Notify Customer without undue delay on and in any event no later than 72 hours after becoming aware of a Personal Data Breach. Further, MIRO undertakes to take all reasonable steps to mitigate the impact of any such Personal Data Breach and to reasonably cooperate with Customer to enable Customer to comply with its obligations under Applicable Laws, including by assisting Customer in notifying Data Subjects or regulators of a Personal Data Breach. MIRO shall not give such notice without the prior written approval of Customer;

4.7 Maintain complete and accurate records and information to demonstrate its compliance with this DPA; and

4.8 Make available to Customer the information necessary to demonstrate compliance with MIRO's obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Customer or another third party mandated by it, in accordance with Section 10 below.

MIRO shall immediately inform Customer if, in its opinion, Customer's instructions infringes Data Protection Legislation.

5 Conflicting Processing Obligations

If MIRO is faced with a Conflicting Processing Obligation, MIRO shall (a) inform Customer of that Conflicting Process Obligation before processing the Personal Data in accordance therewith, unless such information is prohibited by Union or Member State law to which MIRO is subject on important grounds of public interest; (b) give Customer reasonable opportunity to take any steps it considers necessary to protect the integrity of the Personal Data and the rights of the relevant Data Subjects and (c) provide any assistance reasonably requested by Customer to take such steps.

6 Subprocessors

Customer hereby consents to MIRO's appointment of certain third party processors of Personal Data under this Agreement ("Subprocessors"). MIRO's current Subprocessors are listed at on its website and/or will be provided to Customer upon written request. MIRO confirms that it: (a) has entered (or, for future appointments, will enter) into a written agreement with each Subprocessor incorporating terms which are substantially similar to those set out in this DPA; and (b) will inform Customer of any intended changes concerning the addition or replacement of other Subprocessors, thereby giving Customer the opportunity to object to such changes.

7 Transfer of Personal Data outside of the EU/EEA

7.1 MIRO may not transfer Personal Data to, or process such data in, a location outside of the EEA without Customer's prior written consent (in each case a "Transfer").

7.2 Without prejudice to the foregoing, Customer consents to Transfers where MIRO has implemented a Transfer solution compliant with Data Protection Legislation, which for example may include: (a) where such transfer is subject to an adequacy decision by the European Commission; (b) the recipient of Personal Data is certified under the EU-US Privacy Shield framework; (c) the standard contractual clauses for the transfer of Personal Data to Processors established in third countries, as approved by the European Commission in Commission Decision 2010/87/EU of 5th February 2010, which are incorporated herein by reference ("EU Commission Model Clauses"); (d) another appropriate safeguard pursuant to Article 46 of the GDPR applies; or (e) a derogation pursuant to Article 49 of the GDPR applies.

8 Obligation to Rectify, Update and Restrict Processing of Customer Personal Data

During the term of the Agreement, MIRO will: (a) ensure that the Personal Data is, where necessary, kept up to date in accordance with Customer's instructions; and (b) restrict the processing of Personal Data identified by Customer so that except for storage and changes made by Users, it is not subject to further processing operations and cannot be changed.

9 Obligation to Delete and Return Customer Personal Data

On termination of the Agreement, MIRO will retain Customer data on its servers for a period not to exceed 6 months so that Customer may export all Customer Data. Thereafter MIRO will expunge all Customer Data from its servers. On Customer's request MIRO will expunge Customer Data sooner. In all cases MIRO will retain Customer Data to the extent it is incorporated into records of the business relationship, or MIRO has another legal right or obligation to retain it. MIRO will continue to treat all retained Customer Data as Customer's Confidential Information for so long as MIRO retains it.

10 Audit rights

10.1 On Customer's request and subject to the confidentiality obligations set forth in the Agreement or an appropriate NDA MIRO will make available to Customer a summary of its most recent SOC 2 or other third party audit report of MIRO security controls. Not more than once per year, MIRO will also respond to a Customer security questionnaire and meet by teleconference or in person (at Customer's expense) to address follow up questions. In addition, Customer may contact MIRO in accordance with the "Notices" Section of the Agreement to request an on-site audit, not more than once per year, of the procedures relevant to the protection of Personal Data. Before the commencement of any such on-site audit, Customer and MIRO shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for any travel or other expenses MIRO incurs in the course of such audit. All reimbursement rates shall be reasonable, taking into account the resources expended by MIRO. Customer shall promptly notify MIRO with information regarding any non-compliance discovered during the course of an audit.

10.2 MIRO accepts and agrees that supervisory authorities may request information from MIRO, and carry out investigations in the form of data protection audits of MIRO, in accordance with Data Protection Legislation.

11 Governing Law; Interpretation

11.1 This DPA will be governed by and construed in accordance with the laws of the jurisdiction governing the Agreement unless

otherwise required by EU Data Protection Law, in which case this DPA will be governed by the laws of the Netherlands.

11.2 In the event of inconsistencies between this DPA and the EU Commission Model Clauses, this DPA shall prevail to the extent this DPA offers a stronger privacy protection for data subjects. Otherwise the EU Commission Model Clauses shall apply.

ANNEX A: DESCRIPTION OF DATA PROCESSING

The data processing activities carried out by MIRO under the Agreement may be described as follows:

1. Subject matter

The subject matter of this agreement concerns the provision by MIRO of remote collaboration services as described in the Agreement and at www.realtimeboard.com.

2. Duration

MIRO shall process personal data during the term of the Agreement and not thereafter except if specifically instructed to do so by Customer.

3. Nature and purpose

MIRO will process Customer Personal Data in order to provide the Service.

4. Data categories

MIRO will process the following categories of personal data about Users: account credentials such as email address and first and last name, and Personal Data about other individuals if and to the extent uploaded to the Service by Users.

5. Data subjects

MIRO's processing concerns Users of the Service, and other individuals whose Personal Data is uploaded to the Service by Users.