



RealttimeBoard Inc., dba Miro
201 Spear Street, Suite 1100
San Francisco, CA 94105

Order Form Number: **OF0000761534**
Generated Date: **29-May-2024**
Valid Until: **12-Jun-2024**
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ORDER FORM

CUSTOMER DETAILS

Company Name:	NTK
Billing Address:	VAT: CZ61387142 Technická 6/2710 Prague 6 - Dejvice, 160 80 Czech Republic
Affiliate Entity:	
Legal notices to (if different from Billing Address):	
Contact Name:	[REDACTED]
Contact Email:	[REDACTED]

SUBSCRIPTION DETAILS

Subscription Term:	Annual
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PAYMENT DETAILS

Payment Terms:	Net 30
Payment Method:	ACH / Wire Transfer
Billing Schedule:	Upfront

ORDER DETAILS

Product	Start Date	End Date	Qty.	List Unit price per year	Discounted Unit Price per year	Net Price
Enterprise User Licenses	17-Jun-2024	16-Jun-2025	10	\$210.00	N/A	\$2,100.00
Flexible License Program	17-Jun-2024	16-Jun-2025	TBD*		N/A	
Guest Editor	17-Jun-2024	16-Jun-2025	TBD*		N/A	

Free Months Credit	17-Jun-2024	16-Jun-2025	1			\$-175.00
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Grand Total: \$1,925.00 USD

TERMS & CONDITIONS

The Services are provided in accordance with the terms and conditions of the agreement in place between the parties governing access to and use of the Service, or if none, in accordance with the terms and conditions set forth at <https://miro.com/legal/master-cloud-agreement/>, the terms of which are incorporated by reference into this Order Form. Customer understands and agrees that this Order Form is a binding agreement, and Customer represents and warrants that the information provided in this Order Form is accurate, complies with Customer’s business practices in purchasing vendor goods, including obtaining all necessary approvals to bind the company and to release the funds for this purchase.

Additional Terms/Addenda (if applicable), the terms of which shall be incorporated by reference herein

*To be determined in accordance with the terms set forth in Flexible Licensing Program (FLP) Addendum. True-Up Period is Bi-Annual

In consideration of the pricing offered herein, the parties agree to the following:

Name & Logo: Miro may use Company’s name and logo on Miro’s website, customer lists, and marketing collateral, subject to compliance with any branding guidelines provided by Company.

Press Release: Miro may issue a press release to announce that Company has elected to use Miro, provided that Miro pays all distribution costs and that no financial details are disclosed

Case Study: The parties will cooperate to create a case study describing how Company uses Miro to benefit its business, for which Miro will pay all costs associated with creation and distribution. Miro will not publish the final case study and accompanying press release until Client provides prior approval of the final version.

Reference Calls: Company will participate in reference calls as reasonably requested by Miro in advance, subject to Company’s availability.

Notwithstanding anything to the contrary, the following terms shall supersede the terms set forth in the Agreement:

1. Notwithstanding any provision to the contrary in the Agreement, each Subscription Term will renew for a successive period equal to the previous Subscription Term, unless either party gives the other party notice of non-renewal at least 60 Days before the current Subscription Term ends.
2. This Agreement is governed by the laws of The Netherlands 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 courts located in The Netherlands and both parties submit to the personal jurisdiction of those courts.

The parties agree that the terms of this Order Form will govern any additional purchases made by Customer as evidenced in a separate, mutually agreed upon Order Form executed by the parties, during the Subscription Term unless otherwise marked as “one time” or as otherwise agreed to by the parties in writing. For clarity, the payment details, and any one-time discounts or credits listed in the purchase table on this Order Form will only apply to this Order.

Transaction taxes may be assessed and added to invoices associated with this Order Form if required by Customer’s country, state, or local taxing authorities. Applicable transaction taxes will be based on the address in this Order Form provided by the Customer.

Signed for and on behalf of

NTK

Name:

Title:

Date:

Upon signature by Customer and submission to Miro, this Order Form shall become legally binding unless this Order Form is rejected by Miro. Miro may reject the Order Form for any valid business purpose, including but not limited to i) Customer signing the Order Form after expiration of any 'valid until' date; ii) any changes that have made to the Order Form other than completing the information in the signature block; iii) incomplete or inaccurate information; iv) concerns about the validity of the signature or the authority of the person signing it to bind the Customer.

RealtimeBoard, Inc. dba Miro

Flexible Licensing Program Addendum

This Flexible Licensing Program Addendum (the “**FLPA**”) (previously entitled, the Mutual Success Program) shall apply if and to the extent that Customer elects to purchase the Flexible Licensing Program (as defined below) in connection with the Master Cloud Agreement and any Order entered into by the parties (collectively, the “**Agreement**”). The parties agree that this FLPA shall be incorporated into and form part of the Agreement and subject to the provisions therein. Terms defined in the Agreement shall have the same meaning when used in this FLPA, unless defined otherwise herein.

1. **Purpose.** The Flexible Licensing Program (the “**FLP**”) is designed to give customers the flexibility to scale usage of the Miro Enterprise Services as desired, adding FLP Full Users onto a baseline of seats purchased at any given time. Accordingly, customers have the option to upgrade Free Users to FLP Full Users, with all rights and privileges of Users under the Agreement, to test before deciding whether to purchase these licenses on the applicable true-up date. However, the FLP is *not* intended to allow customers to continually upgrade, downgrade and re-upgrade FLP Full Users to avoid paying for such licenses on their true-up date. Such actions will be considered a material breach of the MCA. In keeping with the purpose of the FLP, we have installed parameters described below to ensure customers use the FLP as intended.
2. **Flexible Licensing Program (FLP) Services.** Customer agrees to purchase the Flexible Licensing Program in accordance with the following terms:
 - a. Definitions.
 - i. “**Free Restricted User**” means employees, contractors and/or consultants that are designated by Customer’s Administrator to only use and access limited free features of the Services without the ability to upgrade to an FLP Full User through Customer’s Account.
 - ii. “**Free User**” means employees, contractors and/or consultants that are authorized by Customer to use and access limited free features of the Services through Customer’s account free of charge but subject to upgrade to an FLP Full User in accordance with the terms set forth in this FLPA.
 - iii. “**FLP Full User**” means a Free User that has been upgraded to a User (with all rights and privileges of Users under the Agreement) through the FLP and that Customer shall be billed for and pay the license seat fee set forth in the Order in accordance with the terms set forth in this FLPA.
 - iv. “**True-Up Period**” means the measurement period Miro will use to calculate or “true-up” Customer’s FLP licenses, beginning on the first day of Customer’s Subscription Term. Customer’s True-Up Period shall be specified on the applicable Order.
 - v. “**Paid Feature**” means any feature offered on the Miro platform, except for commenting and viewing.
 - vi. “**Guest**” means a User, registered under a different corporate domain as Customer and its Affiliates, that may be invited by Customer to access and use specific Boards within Customer’s account, on behalf of and for the benefit of Customer, with rights to only view, comment and edit all such Boards that were shared with that unique Guest. Guests do not have rights to view other team or company shared Boards.
 - b. During each True-Up Period, Miro agrees to provide Customer with an unlimited number of Free User and/or Free Restricted User licenses, as determined by Customer, subject to the following terms:
 - i. Each Free User license shall be valid until terminated by the Customer.
 - ii. A Free User shall be automatically converted to an FLP Full User upon taking any of the following actions:
 1. A Free User edits an existing Board, creates a new Board, or otherwise uses a Paid Feature (each a “Paid Action”).
 2. An existing User invites a Free User to edit a Board or project. The Free User will be converted upon invitation to edit (i.e., not upon use of a Paid Feature).
 3. Customer’s Account Administrator manually converts a Free User or a Free Restricted User to an FLP Full User.
 - iii. Customer’s Account Administrator may downgrade an FLP Full User to a Free Restricted User at any time during the True-Up Period.

- iv. During a Subscription Term, Customer may not reduce the aggregate number of Users it has purchased (i.e., once an FLP Full User has been paid for by Customer at the end of the applicable True-Up Period and converted to a User under the Agreement, Customer may not thereafter reduce the total aggregate number of Users until the expiration of the current Subscription Term).
- c. True-up Reconciliation.
 - i. At the end of each True-Up Period, Miro will reconcile the FLP licenses used and deliver to Customer an FLP report that reflects the total number of FLP Full User licenses used by Customer during such True-Up Period.
 - ii. Following the issuance of a signed Order by Miro and Customer, Miro will pro-rate and issue an invoice reflecting the annual per seat license fee for the agreed-upon number of FLP Full Users, in accordance with the applicable FLP report and the pricing set forth in the Order, beginning on the first day of the next True-Up Period. Payment shall be made by Customer to Miro in accordance with the terms set forth in the Agreement.
 - iii. In the event the final total number of FLP Full User licenses used by Customer during the applicable True-Up Period is not agreed upon by Customer and Miro at the end of the applicable True-Up Period, or Customer does not pay for the total number of FLP Full Users listed on the applicable FLP report, Miro reserves the right to downgrade the disputed overage number of FLP Full Users to Free Users or Free Restricted Users.
 - iv. After each True-Up Period, when Customer pays for converted FLP Full Users pursuant to an invoice issued as part of the true-up reconciliation, those converted FLP Full Users shall become Users under the Agreement (i.e., not subject to the FLP, downgrades, or future true-up reconciliations).
- d. Controls.
 - i. In the event Customer does not comply with the terms of this FLPA, including non-payment of fees for FLP Full User licenses at the end of each True-Up Period, such actions will be considered a material breach of the Agreement and may also result in suspension of the Services, or removal from participation in the FLP.
 - ii. Customer agrees that it will not downgrade any FLP Full User and continually re-upgrade that same Free User again to an FLP Full User license in order to avoid a True-Up reconciliation. FLP Full Users who are downgraded and later re-upgraded to an FLP Full User during any subsequent True-Up Period will be subject to a True-Up reconciliation, and Customer will be invoiced and pay for such new FLP Full User at the end of the applicable True-Up Period.
- e. Guests. The parties agree to the following terms for Guests:
 - i. Miro agrees to provide Customer with Guest seats for the purpose of allowing collaboration between Customer and Guests through the Services.
 - ii. Customer shall have access to an unlimited number of Guest seats during the applicable Subscription Term.
 - iii. Each Guest must register for an account with a corporate domain name that is different from Customer's corporate domain name ("Customer Domain") and its Affiliates' corporate domain names ("Affiliate Domain"). For the purposes of this FLP Addendum, the terms "Customer Domain" and "Affiliate Domain" shall include all domains owned, controlled or operated by Customer or a Customer Affiliate, respectively, including without limitation, any regionally specific, sub-category or derivative domains within Customer's or the Affiliate's control.
 - iv. Users with email addresses associated with a Customer Domain or an Affiliate Domain do not qualify as Guests and are not permitted to access and use the Services as Guests. Customer agrees not to designate any Users with Customer Domains or Affiliate Domains as Guests.
 - v. Customer agrees to remain responsible and liable for all use of the Services by its Guests, including compliance by its Guests with all terms set forth under the applicable Agreement(s).
 - vi. Customer agrees that Miro may directly contact all Guests in connection with such Guests' use of the Services in accordance with the terms set forth in the Privacy Policy.

