

MyQ Roger Terms of Service

1. Description of the MyQ Roger solution

- 1.1 MyQ Roger solution consists of the following components: (A) the MyQ Cloud Services, (B) the MyQ Roger Mobile App and (C) the MyQ computer programs (software) installed on your printing or multifunctional devices (the “MyQ Client”), and all related components and services (the “Services”). Once the MyQ Client is installed on your printing devices, you can access the Services via the MyQ Roger Mobile App and the Cloud Services enable you to enjoy a fully scalable document processing MyQ Roger Solution. The Services are provided by the company MyQ, spol. s.r.o., with its registered office at Českomoravská 2420/15, Libeň, 190 00 Praha 9, company ID No. 615 06 133, registered in the Commercial Register held with the Municipal Court in Prague, section C, insert 29842 (“MyQ” or “us”).
- 1.2 “You” means the entity or individual that is entering into the legal agreement for the Services with us and that is identified on the purchase order (“Purchase Order”) that is made and accepted through an interface provided by MyQ, through which you may manage your subscriptions (“MyQ Portal”).
- 1.3 MyQ provides its Services under various distribution models which means that “you” may be (A) a direct end-customer/end-user of the Services, (B) a procurement or purchasing entity buying the Services for other entities within your group, or (C) an OEM manufacturer, a reseller of the Services or other type of MyQ’s partner that is not the end-customer/end-user of the Services. In case “you” are an entity under (B) or (C), you hereby (i) undertake to require all end-customers/end-users to comply with these Terms and in case there are additional tiers between you and the end-customer/end-users of MyQ Services, you shall flow this requirement down to participants at all lower tiers, (ii) you are fully responsible to MyQ for all participants’ at all lower tiers the end-customers’/end-users’ compliance with these Terms, and (iii) you understand that the end-customers/end-users (or participants between you and the end-customers/end-users) may be able to make and accept new Purchase Orders or otherwise manage their existing subscriptions resulting in increase of the fees payable by you to us and that you are fully responsible for all such activity under your account within the MyQ Portal and agree to pay the Services fee.
- 1.4 Some components of the Services, namely the MyQ Client, include installation of a computer program (software) on your printing device(s). The terms of use of the installed software (MyQ Client) are governed by the license agreement available at <https://www.myq-solution.com/files/2021/09/en-myq-eula-09-2021.pdf> (the “License Agreement”). With the exception of the installed software (MyQ Client), the Services are provided as “Software as a Service” (“SaaS”) services and we will not be delivering copies of software to you as part of the Services. All Services are provided as subscription Services.
- 1.5 The Services consist in enabling you and your employees to manage and access printing devices, monitor the use of printing devices, secure printing of confidential data, and to increase the efficiency of work with printing devices. The Services are accessed through MyQ proprietary software applications hosted at our web platform at <https://eu.roger.myq.cloud/> or <https://us.roger.myq.cloud/>, through the MyQ Client and through our MyQ Roger Mobile App.
- 1.6 Your use of MyQ Roger Solution is subject to the terms of a legal agreement between you and MyQ which includes, in the following order of precedence, (i) Purchase Order, (ii) the License Agreement with respect to the MyQ Client, (iii) these Terms of Service, (iv) any other documents referred to in these Terms of Service, the License Agreement and/or any other document

expressly referred to herein (the “Terms”). The Terms, including with the Purchase Order, form a legally binding agreement between you and MyQ in relation to your use of the Services.

- 1.7 You may only commence to use the Services after you accepted and agreed to the Terms. You may not use the Services if you did not accept the Terms.
- 1.8 You may not use the Services and may not accept the Terms if (A) you are not of legal age to form a binding agreement with MyQ; (B) when signing on behalf of an entity, you are not authorized to legally bind such entity to the Terms; or (C) you are a person or entity barred from receiving the Services under the laws of the Czech Republic or other countries including the country in which you are resident or from which you use the Services.

2. Fees and payment terms

- 2.1 The Services are provided for a fee payable upfront on a subscription basis. Unless the Purchase Order stipulates otherwise, the fee shall be calculated for each connection of each and every printing device to the Services in accordance with all subscription rates applicable to the Services. The then current applicable subscription rates are visible in the MyQ Portal when making any new Purchase Orders.
- 2.2 You undertake to pay for the subscription upfront on a monthly or yearly basis, as you choose when ordering Services and as stipulated on the Purchase Order, on the basis of an invoice issued by MyQ. MyQ will invoice you for the Services in accordance with the terms stipulated in your Purchase Order.
- 2.3 If such payment method is offered by MyQ, you may choose to pay for the Services by credit or debit card (the “Payment card”). In such case, you agree that the Payment card you provided for recurring payments is, and will continue to be, linked to an account that you own or are otherwise legally authorized to use, and that you will maintain sufficient availability under your credit card limit, or sufficient funds in the account linked to your debit card, as applicable, to make recurring payments pursuant to the Purchase Order.
- 2.4 All fees exclude any and all applicable taxes and similar fees (other than taxes solely based on MyQ’s income) now in force or imposed in the future on provision of the Services, including any sales, use or value added taxes, services tax or withholding tax, and you shall be responsible for payment of all such taxes.

3. Language of the Terms

- 3.1 The Terms are provided in English. If MyQ has provided you with a translation of the Terms, you agree that the translation is provided only for your convenience, and that the English language version of the Terms will govern your relationship with MyQ.
- 3.2 If there is any contradiction between the English language version of the Terms and the translation, the English language version shall take precedence.

4. Provision of the Services by MyQ

- 4.1 MyQ has subsidiaries and affiliated legal entities in other countries. At times, these companies or their employees may serve as contact points with respect to the Services provided to you by MyQ. Even where MyQ’s subsidiaries or affiliates are your primary contact points, MyQ as the provider of the Services will remain ultimately responsible for the provision of Services to you hereunder.
- 4.2 MyQ is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services may change from time to time

without prior notice to you, provided however that such change does not result in material degradation of the Services.

- 4.3 As part of this continuing innovation, you acknowledge and agree that MyQ may permanently or temporarily stop providing certain features or components within the Services or replace these with new features and components made available to you or to users generally at MyQ's sole discretion, without prior notice to you.
- 4.4 You understand and agree that MyQ may at its full discretion suspend access to your Services and account for (i) delay with any payment (including delay resulting from your failure to provide billing details or failure to cooperate in order to enable MyQ to issue a valid invoice) or (ii) other breach of the Terms if such breach is material, and that in such case you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account. If your access to the Services had been suspended for delayed payment or other (material) breach of the Terms, and subsequently was reactivated (e.g. after the breach had been cured), you still remain obliged to pay the Service fees for the entire subscription term including the period for which you could not access the Services as a result of your default; you will not be entitled to any compensation or refunds (whether monetary or in the form of extended subscription term) for the period for which you could not use the Services. Such suspension of Services shall not be considered a breach of the Terms by MyQ. Further, the foregoing is without prejudice to MyQ' right to terminate the legal agreement embodied in the Terms for material breach. If you are not an end-customer/end-user (see Section 1.3 above), you understand that suspension of the Services under this Section will result in suspension of Services not only to you but also to all your end-customers and end-users and that MyQ may inform the end-customers/end-users about the reasons of such suspension (e.g. due to your non-payment).

5. Your use of the Services

- 5.1 To enjoy the full benefit of the Services, you are required to connect each printing device to the Services on the basis of an authorization code provided to you by MyQ for each new subscription projects (the "Authorization Code").
- 5.2 To access the Services and the MyQ Portal, you or your individual end-users may be required to provide identification, contact or similar details as part of the registration process for the Services and setting up of a user account or as part of your continued use of the Services. You agree that any registration information you give to us will always be accurate, correct and up to date.
- 5.3 Within the Services and the MyQ Portal, you will have access to the administration interface which will enable you to manage the number and allocation of individual user accounts. Within the MyQ Portal you will be able to make and accept new Purchase Order and projects and manage them.
- 5.4 You agree to use the Services only for purposes that are permitted by (A) the Terms; (B) any applicable law, regulation, generally accepted practices, or guidelines in the relevant jurisdictions; and (C) any other applicable rules (including terms and conditions of third parties whose services or products you use in connection with the Services).
- 5.5 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by MyQ or its authorized resellers, as applicable, unless you have been specifically allowed to do so in a separate written agreement with MyQ.
- 5.6 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.7 You acknowledge that if you connect the Services with a third-party service or platform, as permitted within the Services, e.g., One Drive or Google Disk for the purpose of printing out

documents stored therein, you might be required to grant access or permission to MyQ to access documents and data hosted by the third party and any content therein. You acknowledge that without such access or permission, the performance of the Services may be wholly or partially inhibited.

- 5.8 You agree that you will not engage in any activity that may amount to the misuse of MyQ Services or that seeks to circumvent the Services' terms. For example, if MyQ provides you with any portion of a Services for free (as part of a trial, pilot or otherwise), you may not engage in data mining or other excessive use of the Services, beyond what is permitted by the free Services (and as advertised for that free Services at the time of the relevant promotion). MyQ reserves the right to limit your activity on any of its free Services for any reason and without notice.
- 5.9 You agree that you are solely responsible for (and that MyQ has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which MyQ may suffer) of any such breach.
- 5.10 You acknowledge that additional third-party fees may apply in connection with your use of MyQ Services, e.g., when you connect the Services to the services provided by a third party. You agree that you are solely responsible for payment of such fees or for maintaining appropriate level of funds where applicable. MyQ has no responsibility to you or to any third party for payment of any such fees or for unavailability of Services due to your failure to do so.

6. Your account and password

- 6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 6.2 Accordingly, you agree that you will be solely responsible for all activities that occur under your account. For clarity, if you provide your access information to third parties or individual users within your organization, you remain fully responsible for the activity under your account vis-à-vis MyQ
- 6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify MyQ immediately at info@myq-solution.com.

7. Privacy and personal data

- 7.1 We are serious about privacy of all individuals who use our Services or whose personal data we process.
- 7.2 We collect personal data when you (your end-users) register an account with us, complete a web application form, login to the Services, or otherwise interact with us. The purpose of the processing that we carry out is to provide and administer the Service and communicate with you, to improve, optimize and enhance the Services, develop new Service features and to provide a better user experience, inform you of new Services or Services features, and, in limited circumstances, to protect the Services and our rights. In such case, we process personal data as a data controller.
- 7.3 We may also process personal data as a data processor to the extent when (A) you are a data controller with respect to such personal data, and (B) you instruct us to process such personal data on your behalf within the Services. In particular, we may act as your data processor with respect to personal data included in the metadata of your Content (as defined below in 8.1 below) which may include, in particular, device IP addresses, user ID or user card number, number of pages, host name, file name, size, and date of creation, or in respect to the personal data we process when we provide remote or local support services ("Customer Data"). The data

processing agreement as attached as Schedule 1 to these Terms shall regulate the processing of Customer Data. The data processing agreement forms an inherent part of these Terms and shall become directly binding upon the acceptance of the Terms by the user. Further, if you connect your MyQ user account with a third-party service or platform, you instruct MyQ to collect and process selected data processed in the third-party accounts; however, MyQ will not process any personal data stored there, except for the Customer Data, and you and the third-party service provider (as your data processor) remain responsible for the processing of the shared data.

- 7.4 The nature and extent of processing, the type of personal data processed, the purposes and legal basis on which we process personal data, as well as the organizational and technical measures that we implemented to ensure the security of processing, are described in detail in our Privacy Policy available at <https://www.myq-solution.com/en/privacy-policy>, which applies when we process personal data as a data controller within or in connection with our provision of Services to you and sets out our commitment to protecting personal data and privacy of individuals.
- 7.5 MyQ has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with good industry practice and having regard to the state of technological development to protect your data against accidental loss, destruction, or alteration; unauthorized disclosure or access (including but not limited to taking reasonable steps to ensure the reliability of employees having access to your data and providing for limited access rights and access controls; authentication; personnel training; regular back up; data recovery and incident management procedures; restrictions on storing, printing and disposal of personal data; software protection of devices on which personal data are stored; etc.); or unlawful destruction.
- 7.6 If you select your Services tenant in the MyQ administration interface to be located in the EU, then your Customer Data will be processed in the EU, in accordance with Microsoft's EU Data Boundary contractual commitments. If you select your Services tenant in the MyQ administration interface to be located outside the EU, such transfer will be made based on appropriate legal mechanisms as required by EU law to ensure an adequate level of personal data protection by the third-party processors, such as the controller-to-processor Standard Contractual Clauses approved by the European Commission (2010/87/EU) for data transfers from the EU to third countries, as amended or replaced in the future.
- 7.7 You acknowledge that it is necessary for the proper launching and performance of the Services (including the connection of the Services to a printing device or generation of an appropriate Authorization Code) to collect certain information relating to the devices and services used by you as a user. You acknowledge that MyQ obtains, collects and uses technical and identification data relating to the devices and services deployed by you in order for the Services to work. Further, you agree that MyQ may use aggregated and anonymized data derived on users and their use of the Services. In particular, this data will include information on number of end-users, number of and type of devices connected to the Services, the enabled and disabled functions of the Services, etc. MyQ will use this data for its own statistics, for auditing, for the purposes of product and market research and analytics (which help MyQ to optimize and improve its Services their usability, the range of Services, and to develop new technologies, products and services), and for benchmarks and other analyses. MyQ may publish such anonymized data and share them with third parties; however, MyQ will not directly or indirectly transfer any data received from you to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset.

8. Scanned and/or Printed Content

- 8.1 The Services consist in enabling you and your employees to manage and access printing devices, monitor the use of printing devices, secure printing of confidential data, and to increase the

efficiency of work with printing devices. For that purpose, you and your end-users may upload, share, otherwise submit to the Services documents, photographs and other printable files (the "Content") located either on the user's internal servers or in third-party storage or services which the user connected to the Services via its user account and granted MyQ appropriate access rights or permissions as described in Section 11.3 of these Terms.

- 8.2 You agree that you are solely responsible for (and that MyQ has no responsibility to you or to any third party for) any Content that you, your employees or other persons upload, share or otherwise submit to the Services and for the consequences of your actions (including any loss or damage which MyQ or third parties may incur and including any other legal liability, whether liability under civil, commercial, tort, penal or administrative law or any other legal theory) by doing so. You represent and warrant that your use of the Content in connection with the Services does not violate any third-party rights. You shall indemnify and hold MyQ and its affiliates, directors or officers harmless from all claims and all liabilities, costs, proceedings, damages and expenses awarded against, or incurred or paid by MyQ as a result of or in connection with your breach of any third party's intellectual property or similar rights.

9. Proprietary rights

- 9.1 You acknowledge and agree that MyQ (or MyQ's licensors) owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 9.2 Unless you have agreed otherwise in writing with MyQ, nothing in the Terms gives you a right to use any of MyQ's trade names, trademarks, service marks, logos, domain names and any other distinctive brand features.
- 9.3 Other than the limited license set forth in Section 11, MyQ acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you, your employees or other persons authorized to use the Services on your behalf upload, share or otherwise submit to the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). MyQ has no obligation to protect or enforce those rights on your behalf.
- 9.4 Unless you have been expressly authorized to do so in writing by MyQ, you agree that in connection with the Services, you will not use any trademark, service mark, trade name, logo of any third-party company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- 9.5 If so-called 'white labeling' is agreed between you and MyQ, you may be allowed such labeling or marketing privileges within the MyQ Portal under the conditions set out in a separate agreement.

10. License from MyQ

- 10.1 MyQ gives you a worldwide, royalty-free, non-assignable and non-exclusive right and license to access and use the Services, on a subscription basis, for the duration of subscription term for the sole purpose of enabling you and your end-users to use and enjoy the benefit of the Services as provided by us, subject to the terms and conditions set out in these Terms, in accordance with the documentation and instructions provided by MyQ. This is without prejudice to the License Agreement which governs the use of some components of the Services, namely the MyQ Client,

that include installation of a computer program (software) on your printing device(s). You may not use any of the Services for the benefit of any third parties.

- 10.2 Any Services unused during your subscription term (incl. but not limited to situations where you do not use the prepaid Services in full scope or if you do not use the prepaid Services for the full duration of the subscription term) shall expire at the end of the subscription term and cannot be transferred to consecutive terms or be refunded.
- 10.3 The Services may include reports and scripts. MyQ gives you a worldwide, royalty-free, perpetual and non-exclusive right and license to access and use and modify the reports and scripts for your own particular needs. However, you may not spread them either subject to a fee or free of charge, to distribute, copy, lent, lease them or dispose of them in any similar way. You may use the Services solely for your operational needs. You may not (and you may not permit anyone else to) copy, modify, reproduce, lease, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the underlying software underlying the Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by MyQ in writing. You may not access and/or use the Services and the underlying software in order to build a similar or competitive product. You further may not (and you may not permit anyone else to) attempt to gain unauthorized access to the Services, its particular features, interfere with or disrupt the integrity or performance of the Services or perform penetration test, denial of service simulation or automated vulnerability scan of the Services.
- 10.4 Unless MyQ has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder. In case of a transfer rights, you shall ensure that your original printing device is fully disconnected and uninstalled from the Services. You are required to obtain a new Authorization Code for the transfer of rights. The user to whom the rights to the Services are transferred must agree with all the terms and conditions of these Terms before the transfer.
- 10.5 You undertake to enable MyQ (or a person authorized by MyQ) to revise any installation of the MyQ Client on a printer every 6 (six) months and to compare the extent of its use with the terms of these Terms. The inspection will be exercised after a prior written notice issued by MyQ. You expressly approve that MyQ is authorized to perform an inspection by the means of remote access at any time, provided that a remote inspection is possible. Should you refuse to enable the inspection, MyQ shall be entitled to withdraw from these Terms and require you to refrain from using the Services.
- 10.6 You acknowledge that any breach of this Section 10 by you or your end-users shall constitute a material breach of the Terms, with all consequences arising therefrom.

11. License to use your Content

- 11.1 You give MyQ a worldwide, royalty-free, and non-exclusive license to scan, print, use, reproduce, adapt, modify, and distribute or other process (on your behalf and pursuant to your instructions) the Content that you, your employees or other persons authorized to use the Services on your behalf upload, share or otherwise submit to the Services. For avoidance of doubt, the license granted in this Section 11.1 is for the sole purpose of enabling MyQ to provide the Services to you. You also acknowledge that certain Services features will not work unless you grant to MyQ the license as stipulated herein. You retain copyright and any other intellectual property rights you already hold in Content which you, your employees or other persons authorized to use the Services on your behalf upload, share or otherwise submit to the Services.

- 11.2 If you provide, as part of your use of the Services or as part of the Content which you, your employees or other persons authorized to use the Services on your behalf upload, share or otherwise submit to the Services, any photograph or other materials protected by personality or privacy rights, you specifically agree that MyQ may use such photograph or other materials for the sole purpose of providing the Services.
- 11.3 You acknowledge that provision of the Services (or particular features within the Services) may be conditioned upon and subject to (A) you giving MyQ appropriate access level to the third-party services or platforms that you connect your Service account with by providing respective access permissions; and (B) you having appropriate user permissions or roles within the respective third-party service or platform. As a result, when using the Services, you may be required to grant certain permissions to MyQ to allow the Services access specific information and perform the requested actions.
- 11.4 You confirm and warrant to MyQ that you have all the rights, power and authority necessary to grant the above license, access and permissions to MyQ.

12. Ending your relationship with MyQ

- 12.1 The Terms will continue to apply during the term stipulated in your Purchase Order, or, if no such term is stipulated, until terminated by either you or MyQ as set out below.
- 12.2 During the agreement term stipulated in your Purchase Order, each party may only terminate the Terms for reasons stipulated in Section 12.3 below.
- 12.3 Each of the parties may at any time terminate the legal agreement embodied in the Terms if (A) the other party has materially breached any provision of the Terms and failed to cure the breach (where such breach is capable of being cured) within a reasonable cure period provided by the other party, or has acted in a manner which clearly shows that it does not intend to, or is unable to comply with the provisions of the Terms; or (B) a party is required to do so by law (for example, where the provision of the Services is or becomes unlawful); in addition, MyQ may at any time terminate the legal agreement embodied in the Terms if (C) the partner with whom MyQ offered the Services to you, or whom MyQ uses or whose cooperation MyQ needs in order to offer the Services to you, has terminated its relationship with MyQ or ceased to offer its APIs, data, programs, application or services that are essential for the Services; or (D) MyQ is transitioning to no longer providing the Services to users in the country in which you reside or from which you use the Services; or (E) the provision of the Services to you by MyQ is, in MyQ's opinion, no longer commercially viable. For the purposes of the Terms, your failure to make timely payments under the Terms and/or your Purchase Order will be considered a material breach of the Terms if the due amount remains unpaid (fully or partially) more than thirty (30) days after the payment due date. In the event you terminate the agreement for a material breach by MyQ as described in (A) above, or if MyQ ceases to provide any part or all of the Services during the agreement term for reasons stipulated in (C), (D) or (E) above, you shall not be required to make any payments for Services beyond the date of when you terminated the agreement or when MyQ ceased to provide the Services (as applicable). In the event you prepaid the Services, MyQ shall in such cases refund the pro-rata proportion of the pre-paid monthly fee.
- 12.4 When your legal agreement with MyQ comes to an end, all of the legal rights, obligations and liabilities that you and MyQ have benefited from, been subject to (or which have accrued over time whilst your legal agreement with MyQ has been in force) and/or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 17.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

- 12.5 Further, you understand and agree that if you, despite the termination or expiration of your legal agreement with MyQ for any reason, continue using the Services (e.g. in a situation when your fixed-term order for the Services expires), the terms and conditions contained in the Terms (including the Purchase Order) will continue to apply, and you undertake to pay for the use of the Services by you or your end-users in accordance with the Purchase Order.
- 12.6 If you are not an end-customer/end-user (see Section 1.3 above), you understand that upon termination, MyQ will cease to provide the Services to you and all your end-customers and end-users and that MyQ may inform the end-customers/end-users about the reasons of such termination (e.g. due to your non-payment, etc.).

13. Exclusion of Warranties

- 13.1 The Services are provided “as is” and MyQ, its subsidiaries and affiliates, and its licensors give you no warranty with respect to them. MyQ is not liable or responsible for the quality, accuracy or truthfulness of Services or their results, including prints of the Content, or for interruption of access to such information caused by downtime or unavailability of third-party services or platforms. MyQ expressly disclaims and has no responsibility or liability for any Content that may be uploaded, shared or otherwise submitted by you or your end-users in use of the Services.
- 13.2 In particular, MyQ, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that (A) your use of the Services will meet your requirements; (B) your use of the Services will be uninterrupted, timely, secure or free from error; (C) any information obtained by you as a result of your use of the Services will be accurate or reliable; and (D) that defects in the operation or functionality of any software used to provide the Services will be corrected.
- 13.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.
- 13.4 Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

14. Limitation of liability

- 14.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, MYQ WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE TERMS, THE SERVICES, MATERIALS, OR THE FAILURE TO PERFORM OUR OBLIGATIONS.
- 14.2 MyQ, its subsidiaries and affiliates, and its licensors shall not be liable to you for any indirect or consequential losses which may be incurred by you. Indirect and consequential losses shall include (A) any loss of profit (whether incurred directly or indirectly), loss of goodwill or business reputation, or any loss of data suffered by you; (B) loss or damage which may be incurred by you as a result of (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; (ii) any changes which MyQ may make to the Services, or for any permanent or temporary interruption in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, or failure to store, transfer or process any Content and other communications data maintained or transmitted by or through

your use of the Services; (iv) your failure to provide MyQ with accurate account information; (v) your failure to keep your password or account details secure and confidential.

14.3 The limitations of MyQ's liability to you in Section 14.2 above shall apply whether or not MyQ has been advised of or should have been aware of the possibility of any such losses arising.

14.4 MyQ's liability for damage incurred by you as a result of or in connection with the Services shall be limited to direct damages up to the amount you paid to MyQ for the Services giving rise to that liability during the last three months before the occurrence of MyQ's liability (or amount corresponding to a three-month Service fee, as applicable). MyQ and you agree that this limitation reflects the damage that can be foreseen at the time of conclusion of this legal agreement between you and MyQ, taking into account all circumstances the parties know or should know while exercising due care and that can arise from a breach of MyQ's obligations under the Terms. To the extent permitted by applicable law, MyQ accepts no liability in relation to your use of any Services provided free of charge.

14.5 Nothing in the Terms shall exclude or limit MyQ's liability for losses which may not be lawfully excluded or limited by applicable law.

15. Other content

15.1 The Services may include hyperlinks to other websites or content or resources. MyQ has no control over any information, documents, websites or resources which are provided by companies or persons other than MyQ.

15.2 You acknowledge and agree that MyQ is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.3 You acknowledge and agree that MyQ is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources. In addition, you acknowledge and agree that MyQ is not liable for any damage which may be incurred by you as a result of any reliance you may have placed on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

16. Changes to the Terms

16.1 MyQ may make changes to the Terms from time to time. When these changes are made, MyQ will make a new copy of the Terms available on the MyQ Portal.

16.2 You understand and agree that if you use the Services after the date on which the Terms have changed, MyQ will treat your use as acceptance of the updated Terms.

17. General provisions

17.1 Sometimes when you use the Services, you may (as a result of or through your use of the Services) use a service or download a piece of software or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals, and you remain responsible for complying with the terms of use of such third party' services, software or goods. If you use third parties' services, software or goods while using the Services, you declare that you act in compliance with their terms of use.

- 17.2 You agree that MyQ may provide you with notices by email, regular mail, or postings within the Services user interface provided to you.
- 17.3 You agree that MyQ, its affiliates, licensors and business partners are entitled to promote the Services by mentioning the fact that you use the Services and/or are our client.
- 17.4 Except for performance of payment obligations, neither party will be responsible for any failure to perform or delay in performing any of its obligations under the Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond such party's reasonable control.
- 17.5 The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.
- 17.6 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 17.7 The agree that these Terms and all their components and your relationship with MyQ under the Terms, shall be governed by Czech law. You and MyQ agree to submit to the jurisdiction of the courts of the Czech Republic to resolve any legal matters arising from the Terms. Notwithstanding this, you agree that MyQ shall still be allowed to apply (A) for payment orders (or otherwise enforce payment for Services provided under the Terms) in the jurisdiction in which you have your registered seat or principal place of business, and (B) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Schedule 1 – Data Processing Agreement

Preamble

MyQ may process personal data in order to deliver Services to you. The processing of your or your end-users' personal data (such as the Services generated data) that we carry out as an independent data controller is subject to our Privacy Policy <https://www.myq-solution.com/en/privacy-policy>.

This DPA shall only apply when MyQ processes your or your end-users' personal data on your behalf as a data processor. We act as a data processor when processing your Customer Data (as defined in Section 7.3 of the Terms).

As a data controller with respect to any personal data that you instruct MyQ to process in the context of the Services, you are responsible for the lawfulness of such processing, including the requisite legal titles (consents or other, as may be applicable) for processing. Further, if you instruct MyQ to make your or your end-users' data available to, or share with, your or your end-users' other service providers, for example by connecting your MyQ Portal with accounts you have with your other service providers (e.g., One Drive or Google Disk), you remain responsible for implementing the requisite legal measures (such as a data processing agreement between you and your other service provider) for the processing of the data you instruct us to furnish to or obtain from your other service provider. MyQ does not process any personal data stored in the accounts of your other service providers, except for the Customer Data.

1. Definitions

- 1.1 “**DPA**” means the data processing agreement included in this Schedule 1;
- 1.2 “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 1.3 “**Services**” means, for the purpose of this Schedule 1, all Services MyQ provides to you under the Terms as your data processor;
- 1.4 “**Terms**” means the Terms to which this Schedule 1 is appended to.
- 1.5 The terms “personal data”, “processing” and “data subject” shall have the meaning ascribed to them in the GDPR. The term “personal data” includes “personal information” as defined in the CCPA; the term “data subject” includes “consumer” as defined in the CCPA.

2. Object / Scope of the processing

- 2.1 The object/scope of this DPA is the processing of your or your end-users' personal data in connection with the provision of the Services specified in this DPA, in particular its Exhibit A.

3. Duration

- 3.1 The duration of this DPA shall correspond to the subscription term of your Services.

4. Specification of Processing (nature, purpose, type of personal data and categories of data subjects)

- 4.1 The nature and purpose of the intended processing are defined in the Exhibit A hereto and correspond to the provision of the Services under the Terms.

4.2 If you select your Services tenant in the MyQ administration interface to be located in the EU, then your Customer Data will be processed in the EU, in accordance with Microsoft's EU Data Boundary contractual commitments. If you select your Services tenant in the MyQ administration interface to be located outside the EU, such transfer shall only take place if the specific conditions as laid down in Art. 44 et seq. GDPR have been fulfilled.

4.3 The types of personal data processed under this DPA and categories of data subjects are specified in Exhibit A hereto.

5. Technical and Organizational Measures

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, MyQ is obliged to implement appropriate technical and organizational measures in such a manner that the processing of personal data will meet the requirements of applicable data protection laws and this DPA. MyQ has implemented technical and organizational measures that comply with the requirements set out in this section.

6. Rectification, restriction, access and erasure of data

6.1 MyQ will only erase or block personal data upon instruction issued by you. In case of requests regarding the rectification, restriction or the erasure directly addressed to us by a data subject, we will inform you about such request without undue delay.

6.2 Where appropriate MyQ will assist and support you in fulfilment of your obligations under the GDPR and/or CCPA to respond to requests for exercising the data subject's rights, in particular the 'right to be forgotten', rectification, restriction, data portability, information and access rights.

6.3 You hereby agree that MyQ shall not be liable if you do not take action on the data subject's request, or if you do not respond correctly or in a timely manner.

7. MyQ's obligations

7.1 We undertake to:

- Process the personal data within the Services only on documented instructions from you and only for the specific purpose of providing the Services under the Terms, unless processing is required by applicable laws to which we are subject to, in which case we shall, to the extent permitted by applicable laws, inform you of that legal requirement before the relevant processing of that personal data. We shall not retain, use or disclose the personal data processed on your behalf for any purpose other than for the specific purpose of providing the Services;
- Inform you if we consider that an instruction violates data protection laws or regulations. We shall then be entitled to suspend the execution of the relevant instructions;
- Keep the personal data confidential and ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- Taking into account the nature of the processing, assist you by implementing and maintaining appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligation to ensure an appropriate level of security and to respond to requests for exercising the data subject's rights;
- Assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to MyQ;

- Notify you without undue delay after becoming aware of a personal data breach in relation to the personal data processed on your behalf;
- Not sell the personal data processed on your behalf;
- At your choice, delete or return all the personal data to you after the end of the provision of Services relating to processing, and delete existing copies unless applicable law requires storage of the personal data;
- Make available to you information necessary to demonstrate our compliance with the obligations laid down in this DPA.

8. Sub-processing

- 8.1 MyQ shall engage another processor (i.e., a sub-processor) only in accordance with this DPA. The mechanism hereby stipulated shall be considered a general written authorization from you (pursuant to Article 28 par. 2 of the GDPR, to the extent applicable).
- 8.2 If MyQ engages another processor for carrying out specific processing activities on your behalf, the same obligations as set out in this DPA shall be imposed on that other processor by way of a written contract.
- 8.3 The sub-processors currently engaged by MyQ and hereby authorized by you are listed in Exhibit A hereto. MyQ will inform you of any intended changes concerning the addition or replacement of other processors, including full details of the processing to be undertaken by the new processor(s), giving you the opportunity to object to such changes.
- 8.4 If you have a reasonable basis to object to our use of another new processor, you shall notify MyQ promptly in writing within 5 days after being notified. For the avoidance of doubt, you hereby agree that if you are not able to show evidence that the new processor provides an unacceptable risk to the protection of personal data (e.g., the other processor has a history of security breaches) or is your direct competitor, it would be unreasonable for you to object if the other processor has passed MyQ's vendor security evaluation.
- 8.5 Notwithstanding the foregoing, if you object to the engagement of another processor and your objection is not unreasonable, the parties will come together in good faith to discuss an appropriate solution. MyQ may in particular choose not to use the intended processor or engage the processor only after it takes the corrective steps and / or measures requested by you.
- 8.6 If you interconnect the Services with a third-party application (incl. One Drive or Google Disk), the third-party vendors with whom data are shared shall not be considered MyQ's sub-processors engaged by MyQ according to this Section 9; the processing of the shared data shall be subject to a separate data processing agreement, or a similar contractual arrangement concluded directly between you and your relevant third-party vendor. MyQ takes no responsibility for processing of personal data by such third parties.

9. Audit rights

- 9.1 Upon reasonable advance notice of at least 90 days and in order to ensure and review compliance with the technical and organizational security measures and the obligations laid down in this DPA, MyQ shall permit you to conduct periodic audits or to have them carried out by an auditor mandated by you. MyQ shall, at your written request and within a reasonable period of time, submit to you any and all information, documentation and other factual evidence necessary for the audit. The audit result shall be documented appropriately.

9.2 Audits shall be conducted during reasonable times, shall be of reasonable duration, and shall not unreasonably interfere with day-to-day operations of MyQ. In the event that you conduct an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement. Additionally, such independent contractor must not be a direct or indirect competitor of MyQ, nor a person who can reasonably be considered by MyQ unfit (based on professional, experience and historic reasons) to perform such audit.

10. Miscellaneous

10.1 Unless otherwise stipulated herein, the provisions of the Terms shall apply, including any exclusions and limitation of warranties and liabilities provided therein. Provisions in this DPA shall have precedence over any provisions of the Terms relating to the processing of personal data by MyQ in the position of a data processor, if any.

Exhibit A to the Schedule 1: Specification of Processing

Subject Matter and Nature of Processing	The subject matter of the processing of personal data is the provision of Services under the Terms. The nature of the processing means any operation that MyQ may perform on personal data or on sets of personal data for the purposes set out below, which may include in particular collection, recording, organization, structuring, storage, adaptation, retrieval, printing, scanning, modification, disclosure by transmission or otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means).
Purposes of processing	Provision, improvement, and enhancement of the Services.
Categories of data	The types of personal data processed by MyQ as a data processor include Customer Data as defined in Section 7.3 of the Terms.
Categories of data subjects	The categories of data subjects include persons whose personal data are included in the Customer Data.
Location of processing operations	Czech Republic, England and Wales, Ireland, Germany.
Sub-processors	<ul style="list-style-type: none"> • salesforce.com EMEA Ltd. (sales-related processes and technical support), • Microsoft Ireland Operations Limited (collaboration and communication, Microsoft Azure – cloud hosting services) • TeamViewer GmbH (technical support)
Affiliates	<ul style="list-style-type: none"> • MyQ Austria GmbH, Beingasse 30/B03, Wien 1150, Austria; • MyQ Deutschland GmbH, Am Langen Weiher 5, Weisendorf 91085, Germany; • D13 Solutions Limited, St John's Street, Peterborough PE1 5DD, United Kingdom.