

WARNING: IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE WORK, DO NOT COPY IT, ALLOW THIRD PARTIES TO USE IT OR USE IT IN ANY OTHER WAY. YOU CAN RETURN IT (AND/OR SUPPLIED DOCUMENTATION, UNUSED LICENSE CODE, AS DEFINED BELOW, OR ALL PARTS, EXTRAS AND ACCESSORIES) TO THE PLACE FROM WHERE YOU ACQUIRED IT, AND YOU WILL OBTAIN COMPENSATION ADEQUATE TO THE REMUNERATION. IN SUCH CASE, YOU ARE OBLIGED TO ENSURE THAT ALL INSTALLATIONS EXECUTED HITHERTO ARE REMOVED. IN THE OPPOSITE, YOU WILL BE LIABLE FOR ALL DAMAGE THEREBY INCURRED BY THE PROVIDER.

1. Provider of the Work. MyQ, spol. s r.o., company ID No. 615 06 133, with its registered office at Českomoravská 2532/19b, Libeň, 190 00 Praha 9, registered in the Commercial Register held with the Municipal Court in Prague, section C, insert 29842 (hereinafter referred to as the "Provider") is **the copyright owner of a computer program (software) under the trade name MyQ, distributed in the following versions:** MyQ Smart Edition, MyQ Enterprise Edition, MyQ Government Edition, MyQ Education Edition, MyQ Ultimate Edition, MyQ Roger, MyQ Business, MyQ Business Pro and all MyQ software add-ons and all related components, e.g. MyQ Service Centre, MyQ Smart Print Services, MyQ Mobile App etc. (hereinafter referred to as the "Work", or "MyQ Software"). The Provider is exclusively authorized to exercise rights of ownership with respect to the copyrighted Work in accordance with the applicable law.

2. Customer and End-customer. A Customer means a natural or legal person who enters into the License Agreement with the Provider in accordance with Article 3 below. An End-customer means a natural or legal person who installs and uses MyQ Software to monitor and manage printing devices. Depending on the specific distribution model of MyQ Software, a Customer can be A) an End-customer, B) a procurement or purchasing entity acquiring MyQ Software for other entities within a group, or C) an OEM manufacturer, a distributor of MyQ Software or another type of partner different from the End-customer. The End-customer is obliged to comply with the terms of this Agreement and is entitled to use the Work only in accordance with this Agreement and applicable laws. The Customer who is not an End-customer is obliged to ensure and is liable to the Provider for ensuring that all End-customers and other persons in the Customer's distribution chain will comply with the terms of this Agreement and use the Work only in accordance with this Agreement and applicable laws.

3. Conclusion of the License Agreement. The License Agreement, including its Annexes, between the Customer and the Provider is entered into by confirmation of the Binding order by the Provider, installation or any other use of the Work. By installation or any other use of the Work, the Customer confirms that he/she agrees with the terms of this License Agreement and is bound by it. The Provider and the Customer hereby declare that their capacity and liberty to enter into this Agreement and to perform related legal acts is by no means limited or excluded. This agreement is a part of the contractual agreement between the Provider and the Customer, along with the MyQ Roger Terms and Conditions (hereinafter referred to as "Terms and Conditions"), the Binding Order and other documents specified in the Terms and Conditions or this Agreement. With respect to the Work, this agreement takes precedence over other arrangements, unless this Agreement expressly provides otherwise. For the purposes of this Agreement, a Binding Order means an order of the Customer confirmed by the Provider, including an order sent via MyQ Portal, email or otherwise, provided that it is confirmed by the Provider.

4. Basic information on the Work. The Provider has developed the Work (Software MyQ) which enables monitoring of the use of Customer's printing devices, secure printing of confidential data, and increasing the efficiency of the management of printing devices based on a one-time license code, authorization code, license key, installation key or other one-time code generated by the Provider for each individual printing device or a group of printing devices (hereinafter referred to as "License Code"). The above-mentioned Work consists of particular computer programs, their files and program components. In addition to MyQ Software, the Work also includes optional ("embedded") MyQ hardware or MyQ software authorization terminals (hereinafter referred to as "MyQ Terminal") that enables, in conjunction with the identification device, identifying a particular user and managing access to the printing device.

5. Parts and accessories of the Work. The Work can include carrier media, printed documentation (particularly a manual and a description of the Work and its functionality incl. service and user manuals)

and on-line internet files for installation on a computer. Hardware (e.g., MyQ Terminal) and other accessories can be supplied by the Provider as part of the Work. This Agreement is applicable to all of the above-mentioned parts and accessories of the Work.

6. This License is provided as non-exclusive. The Customer acknowledges that the Provider retains the right to use the Work in the manner for which the License has been granted and to grant a License to use the Work to third parties.

7. Territory and term of the License. This License is provided worldwide, meaning the Customer is entitled to connect his/her device based on a License Code generated for each individual device anywhere in the world, regardless of territorial restrictions. The term of the License is set for each type of Work individually.

8. MyQ Government Edition. The MyQ Government Edition License may be used only if the conditions under this Article 8 are met. This License shall be used exclusively by institutions and organizations meeting the following criteria:

8.1. bodies and institutions of the state or government, bodies of supranational or international organizations (e.g., UN, EU), or local self-government bodies at the level of regions, counties, municipalities and other territorial self-governing units, or

8.2. charities and other public benefit organizations whose purpose and objective are not to generate profit.

For the avoidance of doubt, MyQ Government Edition shall not be used by any institution, organization or enterprise that is not run or 100% owned by the state, county or municipality or which purpose or objective is to generate profit.

Non-exhaustive list of organizations that are eligible for MyQ Government Edition: President's Office, state, regional or local government authorities, parliamentary bodies and chambers, ministries, municipal or mayor's offices, government or naval agencies, 100% state-owned organizations providing energy or health services, etc.

Non-exhaustive list of organizations that are not eligible for MyQ Government Edition: government airlines and other organizations whose purpose or main activity is to generate profit.

Any use of the Work in contradiction to this Article is unauthorized, forms a breach of the License Agreement and constitutes a right of the Provider to withdraw from this Agreement.

9. MyQ Education Edition. The MyQ Education Edition License may be used only if the conditions under this Article 9 are met. This License shall be used exclusively by institutions organizations providing education to the general public on daily basis that dispose with the appropriate education permission or accreditation, such as state or private owned universities, colleges, high schools, elementary schools, kindergartens, hospitals with teaching facilities, state-owned art schools, etc.

For the avoidance of doubt, MyQ Education Edition must not be used by organizations that provide education as an additional activity to their primary business or do not provide comprehensive education, but only courses or extensions of comprehensive education, such as language schools, commercial art schools, coaching, retraining and personality development courses etc.

Non-exhaustive list of organizations that are eligible for MyQ Education Edition: state or private universities and colleges, high schools, primary schools, kindergartens, teaching hospitals, etc.

Non-exhaustive list of organizations that are not eligible for MyQ Education Edition: language schools providing language courses, art schools providing courses, agencies providing coaching courses, etc.

Any use of the Work in contradiction to this Article is unauthorized, forms a breach of the License Agreement and constitutes a right of the Provider to withdraw from this Agreement.

10. Any License granted pursuant to this Agreement, except for MyQ Smart Edition, is provided for a fee. With regards to MyQ Enterprise Edition, MyQ Government Edition, MyQ Education Edition, MyQ Ultimate Edition, MyQ Roger, MyQ Business Edition, MyQ Business Pro Edition and all MyQ software addons and all related components e.g., MyQ Service Centre, MyQ Smart Print Services, MyQ Mobile App, MyQ Roger Mobile App, etc., the Customer undertakes to pay a License fee to the Provider, in accordance with the Binding Order. Unless stated otherwise, the License fee forms part of the fees for services provided by the Provider under the Terms and Conditions. If the Customer's Binding Order is not subject to the Terms and Conditions, the License fee is determined in accordance with the Provider's price list applicable on the date of confirmation of the Binding Order by the Provider. Payment terms are set out in the Terms and Conditions and/or the Binding Order or its confirmation by the Provider. The fee is payable on the basis of an invoice issued by the Provider. Unless stated otherwise, the due date of invoices is 14 days from their delivery to the Customer and MyQ is not obliged to hand over or send the License Code to the Customer before receiving the payment for the License fee under this Article 10. If the License fee is not paid in full, the Customer shall ensure immediate removal of all installations of the Work and refrain from further use of the Work or its parts. The License fee shall be deemed paid when the corresponding amount is credited to the Provider's bank account. If the Customer fails to pay the License fee under this Article 10, the Provider shall be authorized to withdraw from this Agreement. Article 10 does not apply to the version of the Work designated by the Provider as MyQ Smart Edition. The License to use MyQ Smart Edition is provided free of charge. Based on the License Code generated by the Provider, the Customer is entitled to use the Work free of charge, provided that it complies with other conditions of this Agreement and the applicable law.

11. Modalities and extent of use of the Work. The Provider hereby authorizes the Customer and its users to use the Work to the limited extent agreed below and the Customer accepts this authorization and undertakes to pay the License fee to the Provider, in accordance with the conditions specified in this Agreement. All other rights not listed in this Article 11 are reserved by the Provider. Any use of the Work in violation of this Article 11 constitutes a material breach of this Agreement, for which the Provider is entitled to withdraw from this Agreement.

11.1. The Customer undertakes to use the Work in the manner that (i) would not decrease the Work's value, (ii) does not in any way hamper or limit the Provider's copyright beyond the rights granted under this License, (iii) does not cause damage (actual damage or lost profit) to the Provider. In particular, the Customer shall not be authorized to make any modifications or changes of the Work, to change the name or identification of the Provider as the copyright owner, to change the name or identification of the Work, to perform any changes to the source codes or data, to make any interventions or changes based on unauthorized access to databases, or to duplicate, reproduce or distribute, lease, lend or publish the Work to third parties in any way, with the exception of a Customer who is not an End-customer and who is entitled to distribute the Work to End-customers. The Provider hereby reserves the right to grant a permission for any change or changes to the Work or its title, even if the Provider would otherwise reasonably be expected to provide such permission.

11.2. The Work (Software MyQ) can be used solely in connection with one or more printing devices, namely on the basis of a License Code generated by the Provider for each and every printing device or group of devices (hereinafter referred to as the "License Code"). The use of the Work and its connection to any single printing device or their group is only possible upon obtaining a License Code delivered or sent by the Provider to the Customer. If the License Code is not (for whatever cause) delivered or sent to the Customer or if the License fee is not paid to the Provider, the Customer undertakes to remove without delay all installations and refrain from any use of the Work or its parts. The Customer shall not copy, distribute, publish, disclose or otherwise provide the License Code to any third party.

11.3. The right to use the Work includes the License to use the Work solely for operational needs of the Customer or for the purpose of further distribution of the Work to End-customers, for the duration of the License term. In this respect, the Customer who is not an End-customer undertakes to ensure that the Work is not used outside the operational needs of the Customer, i.e., the Work or any of its parts are not copied, reproduced, distributed, leased, lent, or given to another user, published, processed or modified, translated or otherwise changed by any other way.

11.4. The Customer is authorized to use the Work by way of its installation, its connection to a printing device based on a License Code, and its operation in accordance with the supplied documentation.

11.5. The License is provided to the Work as a whole. The Work's components may not be separated for segregate use or for use in connection with any other product.

11.6. Without a prior consent of the Provider, the Customer shall not (i) assign the License as a whole or in part to a third party, with the exceptions set out below, (ii) assign or otherwise provide the rights included in the License as a whole or in part to a third party (a sublicense). The End-customer is entitled to assign the rights hereunder to a third party solely after a prior written consent of the Provider, provided that the End-customer fully disconnects Work from the original printing device and uninstalls the Work from existing devices of the End-customer. In such case, the Provider will generate and deliver or send a new License Code free of charge for connecting a new device of a third party to which the End-customer has assigned or transferred the rights under this Agreement. This transfer must include all rights under this Agreement and the Work as a whole (including its components and accessories, media and printed documentation, upgrades, this Agreement and, where applicable, hardware). The new End-customer to whom the Work is transferred shall consent to all terms and conditions of this Agreement before the transfer. The Customer who is not an End-customer may further sublicense the Work under (ii) above for the purpose of distributing the Work to End-customers.

11.7. The Customer is not authorized to rename the Work (MyQ). This Agreement does not grant the Customer any right to use trademarks or service marks of the Provider, with the exception of the right of a Customer who is not an End-customer to use the Provider's trademarks or service marks for the purpose of distributing the Work to End-customers; the above-mentioned marks or other names shall not be removed from the supplied devices or accessories or altered by any means.

11.8. The Work can include reports and scripts. The Customer is authorized to modify the reports and scripts for its own particular needs. Nevertheless, the Customer is not authorized to distribute them either for a fee or free of charge, to copy, lent, lease them or dispose of them in any similar way.

11.9. The Customer is not authorized to interfere by any means with related internet services or any other services the purpose of which is to ensure proper and untroubled use of the Work. The Customer is not authorized to damage, deactivate, overload or in any other manner decrease the functionality of the services. The Customer is not authorized to take any steps to get unauthorized access to the services, to any accounts, computer systems or networks associated with the above-mentioned services (for himself or any other persons).

11.10. The Customer is not authorized to any retrograde analysis of the Work, de-compilation or conversion of the source code of the Work. The Customer is not authorized to any use of data obtained by any similar illegal way.

11.11. The Customer may upgrade its MyQ Software edition to MyQ Ultimate Edition at any time, subject to a fee paid under the Binding Order and Terms and Conditions or in accordance with the Provider's pricelist applicable on the day the Binding Order for MyQ Ultimate Eddition. Any other upgrade or any downgrade of MyQ Software edition is not possible; a new License needs to be purchased in such case.

12. Updated versions of the Work. This License Agreement also applies to updated versions of the Work made accessible by the Provider for the Customer to download and install provided that all License Codes correspond to adequate Licenses for software support. Nevertheless, the Customer is authorized to download and install the updated versions of the Work solely if it is the lawful holder of the License hereunder and if the previous version of the Work is fully replaced by this updated version. An updated version can be downloaded and installed solely for the purpose of replacement of the original version of the Work and in accordance with its restriction of use specified by the Provider. Any use of the Work in contradiction to this Article is unauthorized, forms a breach of the License Agreement and constitutes a right of the Provider to withdraw from this Agreement.

13. End of Life of the Work. At any time during the relationship with the Customer, the Provider is entitled to decide on the termination of the life of the Work, its part, a specific version of the Work, its level or functionality. Such decision shall in particular involve termination of support and maintenance of the Work, its part, version, level or functionality (the "End of Life of the Work"). All End of Work Notices will be published at least 90 days in advance on the Provider's website, specifically at: <https://www.myq-solution.com/en/product-support-end-of-life-policy>. The website also lists further rules relating to the specific Termination of the Work of the Work. The Customer expressly declares that it agrees with the stated procedure of End of Life of the Work and that it undertakes to fully respect the rules of End of Life of the Work. The Provider is entitled to unilaterally update and modify the End of Life of the Work rules on regular basis, at any time in the duration of the relationship with the Customer, to which the Customer expressly consents.

14. Provider's Inspection. The Customer undertakes to enable the Provider (or a person authorized by the Provider) to remotely inspect any installation of the Work at any time, in the Provider's discretion, and to compare the extent of its use with the terms of this Agreement. The inspection will be carried out upon prior written request of the Provider. For this purpose, the Customer undertakes to enable remote access to the Provider. Should the Customer refuse to enable the inspection, the Provider shall be entitled to withdraw from this Agreement.

15. Use of the Work beyond the extent of the right of use. If the Customer uses the Work beyond the extent of the right of use, the Customer shall be obliged to compensate the Provider for the loss of profit in the amount corresponding to the fee that would usually be paid for a license to the relevant extent at the time of the unauthorized use of the Work. Any use of the Work beyond the License under this Agreement constitutes a right of the Provider to withdraw from this Agreement.

16. Reasonable suspicion of a breach of this Agreement. If a suspicion of a breach of terms of this License Agreement or applicable law arises, the Provider shall be authorized to withdraw from this License Agreement in accordance with the applicable law and to require the Customer to refrain from using the Work.

17. Confidential information and trade secret. The Provider and the Customer represent that they shall consider confidential and keep in secret all information concerning Parties hereto, the Work and its parts, components and accessories, and facts related to this Agreement, acquired on the basis of this Agreement, in the course of fulfillment of this Agreement, if such information is not publicly accessible without a breach of confidentiality under this Agreement. In this respect, the Parties undertake to ensure that the confidentiality of information is also maintained by all their employees and third parties, as well as all other persons authorized to perform with partial tasks in connection with the performance of this Agreement. The above-mentioned confidentiality obligation shall apply both during the term of this Agreement, as well as the period after its termination. This provision is without prejudice to specific rules applicable to the protection of trade secrets under applicable law. The Customer hereby acknowledges that any information that is part of a trade secret shall enjoy a higher degree of protection and undertakes to protect such information in the appropriate manner.

18. Exercise of rights or claims by third parties. If a third party exercises any rights or claims towards the Provider as a consequence of Customer's actions that violate this Agreement or applicable law, the Customer undertakes to make best possible efforts to remedy any such claims. If the Provider incurs any costs (including legal representation costs, administrative charges, etc.) due to the above specified claims, the Customer undertakes to indemnify the Provider for any such costs within 14 days following a notification from the Provider; the notifications shall include a calculation of such costs.

19. Precautions against misuse of the Work. The Provider hereby notifies the Customer that the Work may include technological means for the purpose of avoiding any use of the Work that would violate this Agreement and/or applicable law. If the Customer changes or modifies the hardware that contains an installation of the Work or changes or modifies the software, reactivation of the Work by the Provider may be necessary and subject to a new License Code generated by the Provider. The Provider will provide the new License Code for a fee, subject to the terms of this Agreement and Terms and Conditions. If it is necessary to generate a new License Code according to this Article 19, the Customer may contact the Provider via the contact details provided in the heading of this Agreement or via email

info@myq-solution.com. The Customer acknowledges this notice and declares its agreement herewith.

20. Duration and Termination of this Agreement. This Agreement is entered into for the duration of the License granted by the Provider, or for the period of use of the Work by the Customer, as applicable. Both the Provider and the Customer may unilaterally terminate this Agreement together with the Terms and Conditions subject to the conditions specified in the Terms and Conditions. The Provider is also entitled to withdraw from this Agreement for a material breach of this Agreement, in particular due to any unauthorized use of the Work, its use in violation of the provisions of this Agreement, in particular Articles 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement or in violation of applicable law. In the event of termination of this Agreement for any reason, the Customer is obliged to cease using the Work or any part thereof and is obliged to completely remove the Work from the computer (or similar device where the Work is installed) and handover to the Provider all equipment, documentation and other components and accessories of the Work that the Customer received from the Provider or otherwise obtained by unauthorized means. The Customer undertakes to confirm to the Provider in writing by an authorized person that it has removed the Work in accordance with this Article 20. In the event of a termination or withdrawal from this Agreement by either party, the Customer remains liable to the Provider for any and all outstanding amounts due under the Terms and Conditions, and the Provider shall have no obligation to refund the Customer for the service fees paid for the services provided under the Terms and Conditions or for the License fee paid under the applicable Provider's pricelist.

21. Demo version of the Work. The Work marked as „Not For Resale“ or „NFR“ version is subject to terms and conditions of this Agreement and the applicable law in the full extent. Such version of the Work must not be, among other things, sold or otherwise transferred for a fee or used in any other way than for demonstration, testing or evaluation purposes.

22. Links. The Provider may include links to servers and services of third parties and links for accessing them. The Provider does so solely for convenience of access. The above-mentioned does not mean that the Provider approves a given server or service or its content. The Provider is not responsible for the content of servers or services of third parties, neither for links included on the servers and in services of third parties or updates of the servers and services of third parties.

23. Consent with the collection and use of technical and statistical data. The Customer acknowledges and agrees that the Provider is entitled to use technical and statistical data of the Customer in accordance with the License Agreement and subject to the following conditions. The Customer who is not the End-customer undertakes to ensure that the Provider is entitled to use the technical and statistical data of the End-customer pursuant to this Article 23.

23.1 For proper launching of the Work (eventually for its connection to a printing device) it is necessary to determine certain information about the devices and services used by the Customer. The Customer acknowledges this notice and grants the Provider express consent for the determination, collection and use of any technical and identification data on devices and services used by the Customer. The Provider shall use this data to generate a corresponding License Code.

23.2 Further, the Customer agrees that the Provider may use aggregated data on use of the Work. In particular, this data will include information on number of end-users, number of and type of devices connected to the Work, the enabled and disabled functions of the Work, etc. The Provider will use this data for its own statistics, for auditing, for the purposes of product and market research and analytics (which help the Provider to optimize and improve the Work, its usability, the range of services, and to develop new technologies, products and services), and for benchmarks and other analyses.

24. Processing of personal data on behalf of the Customer. The Provider may process personal data in its capacity as a data processor or a sub-processor when the Customer instructs the Provider to process such personal data on its behalf within the provision of the Work. The processing of personal data on behalf of the Customer is subject to the terms and conditions of the Data Processing Agreement available at <https://www.myq-solution.com/data-processing-agreement-pdf>, which is hereby incorporated by reference into and forms an inherent part of this Agreement.

25. Processing of personal data as a Data Controller. The Provider is serious about the privacy of

all individuals who use the Work or whose personal data it processes. The Provider may collect and process personal data for its legitimate business purposes, such as to perform the License Agreement, provide the Work, comply with legal obligations, communicate with the Customer, etc. The Provider carries out such processing activities as an independent data controller, in accordance with the MyQ Privacy Policy, which is available at <https://www.myq-solution.com/privacy-policy-pdf> and outlines the Provider's commitment to protecting personal data and privacy of individuals.

26. Marketing of the Provider. The Provider, its branches, dealers and sellers are entitled to promote the Work by pointing out the fact that the Customer uses the Work and is a customer of the Provider.

27. Notice. The Work is designed and offered as a product of general use, and not as a product developed for special demands of a particular Customer. The Provider does neither guarantee an error-free or uninterrupted operation of the Work, nor does the Provider guarantee an ability to replace all errors and defects of the Work. The Customer hereby takes into account that no product (including the Work) is error-free and no product ensures permanent functionality. With regard to the above, the Provider strongly advises the Customer to regularly back-up all its data and files. The Customer undertakes to follow the above-mentioned recommendation. The Provider provides no warranty for the Work and takes no responsibility for any damage or loss of data or files of the Customer, not even if it is caused due to functionality errors of the Work for whatever reason.

28. Limited of liability of the Provider. Based on this Agreement, the Provider hereby grants the Customer the right to use the Work in accordance with the terms and conditions hereof. The subject-matter of this Agreement is neither a sale of a particular product nor a transfer of an ownership right to a particular product. The Provider or its affiliates, authorized representatives or suppliers are not liable for any damage incurred in connection with the use of the Work or as a result of the impossibility of using the Work (even if the Provider has been warned of possible occurrence of damage). Further, to the extent permitted by applicable law, the Provider shall not be liable for actual damage or lost profits or any indirect or non-pecuniary damage, including any damage caused by interruption of the Work's functionality for any reason, loss of business information or data due to interruption of the Work's functionality or as a result of any other reason in connection with the use of the Work. The Provider is responsible neither for damages incurred as a result of using the Work or related services nor for damages due to eventual errors of the Work or the related services. If the Provider is not able to launch or repair the Work, the Customer is entitled to a refund in the amount of fees paid to the Provider hereunder. The Customer expressly agrees that in all cases, the total maximum responsibility of the Provider is limited to the amount paid by the Customer to the Provider as remuneration hereunder. This provision shall not apply in cases where the relevant legal regulations do not allow the exclusion or limitation of the Provider's liability.

29. Governing law. All legal relations arising hereof shall be governed by the laws of the Czech Republic, including both substantial and procedural laws. In the case of any dispute emerging in connection with this Agreement, the parties undertake to submit such dispute to the jurisdiction and competence of courts of the Czech Republic, subject to the registered office of the Provider.

30. Contact. In the case of any questions considering this Agreement or if you wish to contact the Provider, please use the contact information provided with the Work or see further information on www.myq-solution.com.

31. The language of the Agreement. This Agreement is provided in English. If the Provider has provided you with a translation of this Agreement, you agree that the translation is provided only for your convenience, and that the English language version of this Agreement will govern your relationship with the Provider.

32. Amendments to the Agreement. The Provider may amend this Agreement from time to time. Any amended version shall supersede and replace all prior versions and shall become effective upon being made available at: [MyQ Policies & Legal Documents](#). Your continued use of the Work following the publication of the amended Agreement shall constitute acceptance of its terms.