

Data Processing Agreement

This Data Processing Agreement ("**Agreement**") forms part of the MyQ Roger Terms of Service, MyQ X End-User License Agreement, Software Assurance Terms and Conditions, product order form, statement of work, or another similar legal agreement as applicable ("**Master Agreement**") concluded between You and MyQ, spol. s.r.o., with its registered office at Českomoravská 2532/19b, Libeň, 190 00 Prague 9, company ID No. 615 06 133, registered in the Commercial Register held with the Municipal Court in Prague, section C, insert 29842 ("**MyQ**") (MyQ and You hereinafter collectively the "**Parties**" or individually a "**Party**").

By accepting the Master Agreement, You enter into this Agreement on behalf of yourself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of your Authorized Affiliates. For the purposes of this Agreement only, and except where indicated otherwise, the term "**You**" shall include You and your Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the applicable Master Agreement.

1. Definitions

- 1.1. "**Agreement**" means this Data Processing Agreement.
- 1.2. "**Authorized Affiliates**" means any of your Affiliate(s) which (i) is subject to the Data Protection Laws and Regulations, and (ii) is permitted to use the Services pursuant to the Master Agreement between You and MyQ but has not entered into its own Master Agreement with MyQ.
- 1.3. "**You**" means the entity that has entered into the Master Agreement with MyQ.
- 1.4. "**Personal Data**" shall mean the personal data provided by You and processed on behalf of You, as further specified in Annex 1 to this Agreement.
- 1.5. "**Data Protection Laws and Regulations**" means applicable privacy, security and personal information protection laws and regulations applicable to You and/or MyQ, including, but not limited to, the European General Data Protection Regulation (EU 2016/679) (the "**GDPR**"); Directive 2002/58/EC (the "**e-Privacy Directive**") (and, if replaced, the European regulation revoking and replacing it); European national laws implementing derogations, exceptions or other aspects of the e-Privacy Directive (or regulation replacing it) and/or the GDPR; as well as the GDPR, as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended or replaced from time to time) (the "**UK GDPR**"); Federal Act on Data Protection of 2020, as amended (Switzerland) (the "**FADP**").
- 1.6. "**MyQ**" is defined in the heading of this Agreement.
- 1.7. "**MyQ Affiliates**" means members of the MyQ group of companies. A full list of MyQ Affiliates, including addresses, is available online at <https://www.myq-solution.com/en/the-list-of-companies-forming-the-myq-group>.
- 1.8. "**Master Agreement**" is defined in the heading of this Agreement.
- 1.9. "**Party**" or "**Parties**" are defined in the heading of this Agreement.
- 1.10. "**Services**" shall mean the services provided by MyQ to You under the Master Agreement, including NFR or trial licenses, where applicable.

- 1.11. **“Standard Contractual Clauses”** or **“SCCs”** means the applicable modules of the standard contractual clauses for the transfer of personal data to third countries adopted pursuant to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021.
- 1.12. **“UK SCC Addendum”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner and laid before UK Parliament on 2 February 2022 in accordance with section 119A of the UK Data Protection Act 2018.
- 1.13. The terms “Controller”, “Data Subject”, “Processing”, “Processor”, “Personal Data Breach” and “Personal Data”, unless specifically defined otherwise herein, shall bear the respective meanings given to them in the applicable Data Protection Laws and Regulations.

2. Purpose and Scope of Processing

- 2.1. **Scope of Processing.** During the provision of the Services under the Master Agreement, MyQ may gain access to Personal Data which it will process on your behalf. Depending on the distribution model under which the Services are provided, You may act as a:

- 2.1.1. **Controller:** You are a direct recipient of the Services acting as the Controller of Personal Data, whereby MyQ acts as your Processor. This includes situations where You are the end-customer but also where You use the Services for your internal or demo purposes under a NFR or trial license.

- 2.1.2. **Processor:** You are a distributor of the Services, reselling the Services directly to end-customers, regardless of whether you purchased the Services directly from MyQ or another distributor. In such case, You act as the Processor of the end-customer, and MyQ acts as your Processor, i.e. the end-customer's sub-processor.

- 2.1.3. **Sub-Processor:** You are a distributor of the Services, reselling the Services to other distributors, who may in turn resell the Services further down the distribution chain until they reach the end-customer. In such case, You act as the sub-processor (or lower-tier sub-processor) of the end-customer, whereby MyQ acts as your Processor – i.e. occupying the next level in the processing chain, such as your sub-sub-processor, and so forth, depending on the specific structure of the distribution model and the number of the distributors within this chain.

Regardless of the distribution model, for the purposes of this Agreement, MyQ shall be considered as a Processor processing Personal Data on behalf of You. The Parties agree to comply with the following provisions with respect to the Personal Data, each acting reasonably and in good faith.

- 2.2. **Compliance with Data Protection Laws and Regulations.** MyQ shall process Personal Data in accordance with the applicable Data Protection Laws and Regulations, this Agreement and the Master Agreement, for the purpose of providing the Services to You, as applicable under the Master Agreement, including improving, enhancing and developing MyQ Services or their features.
- 2.3. **Details of the Processing.** The nature and purpose of the Processing, categories of Personal Data and categories of Data Subjects processed under this Agreement are further specified in Annex 1.
- 2.4. **Roles of the Parties.** This Agreement applies to the extent MyQ processes Personal Data on behalf of You as a Processor or a Sub-processor. Where MyQ processes Personal Data as an independent Controller, the MyQ Privacy Policy available at <https://www.myq-solution.com/privacy-policy-pdf> applies.

3. Rights & Obligations of the Parties

3.1. **Contact Persons.** The contact persons of the Parties designated in the Master Agreement or in the MyQ Partner Portal are entitled to make and receive any communication in relation to this Agreement.

3.2. **Obligations of MyQ:**

3.2.1. **Instructions.** MyQ shall process the Personal Data only on documented instructions from You, in line with Annex 1, and immediately inform You if, in MyQ's opinion, an instruction from You infringes the Data Protection Laws and Regulations. MyQ shall not be in violation of its contractual obligations in the event that MyQ's Processing of Personal Data in non-compliance with Data Protection Laws and Regulations arises from your use of the Services in violation of the Master Agreement.

3.2.2. **Confidentiality.** MyQ shall maintain the confidentiality of the Personal Data processed under this Agreement. MyQ shall ensure that persons authorized to process the Personal Data under this Agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. MyQ shall train and educate all its personnel with access to Personal Data on the obligation to comply with Data Protection Laws and Regulations that are applicable to MyQ as a service provider to You.

3.2.3. **Data Subject Requests.** Taking into account the nature of the processing, to the extent MyQ is able to identify the Data Subject and confirm that the request relates to the processing carried out on behalf of You, notify and assist You with the fulfillment of your obligations to respond to requests for exercising the Data Subject rights laid down in Data Protection Laws and Regulations. MyQ shall not respond to Data Subject requests, unless authorized by You, except for informing the Data Subject that it has passed the request to You. You hereby acknowledge that You bear full responsibility for the timely exercise of Data Subject requests and agree that MyQ shall not be liable if You do not take action on the Data Subject request, or if You do not respond correctly or in a timely manner.

3.2.4. **Technical and Organizational Measures.** Taking into account the nature of the processing, MyQ shall assist You in ensuring compliance with, where applicable, the obligations pursuant to Articles 32 to 36 of the GDPR. MyQ shall maintain appropriate technical and organizational measures for ensuring the security, confidentiality and integrity of the Personal Data processed on behalf of You, as set out in Annex 2. MyQ may update or modify the technical and organizational measures from time to time provided that such updates and modifications do not result in a material decrease of the overall security of MyQ Services.

3.2.5. **Deletion of Personal Data.** Upon request, MyQ shall delete all Personal Data and existing copies, unless the applicable law to which MyQ is subject requires storage of Personal Data or unless copies of Personal Data have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures. Such Personal Data will be treated in accordance with this Agreement until permanently deleted.

3.2.6. **Audits.** Upon a reasonable advance written request from You of at least 90 days, MyQ shall (i) make available to You all information reasonably necessary to demonstrate compliance with Article 28 of the GDPR and similar requirements of the Data Protection Laws and Regulations; and (ii) allow for and contribute to audits, including inspections, conducted by You. Audits shall be conducted no more frequently than annually and during reasonable times, shall be of reasonable duration, and shall not unreasonably interfere with MyQ's day-to-day operations. 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 MyQ's direct or indirect competitor, nor a person who can be reasonably considered by MyQ unfit (based on professional, experience, or historic reasons) to perform such audit. Each Party shall bear its

own costs and expenses arising out of or in connection with the audit. The audit shall be documented appropriately.

3.2.7. **Data Breach.** MyQ shall notify You without undue delay after becoming aware of a Personal Data Breach with respect to the Personal Data processed under this Agreement. MyQ shall reasonably assist You in fulfilling your obligations under Articles 33 and 34 of the GDPR or other Data Protection Laws and Regulations to notify the relevant supervisory authority and data subjects of a Personal Data Breach.

3.3. **Data Transfers:**

3.3.1. If You select your Services tenant in the MyQ administration interface to be located in the EU, then the Personal Data processed on your behalf within the core Services will be processed in the EU, in accordance with the commitments provided by Microsoft (as the hosting provider) under the EU Data Boundary contractual commitments.

3.3.2. If You select your Services tenant in the MyQ administration interface to be located outside the EU, then each transfer of Personal Data outside the EU, United Kingdom, and Switzerland under this Agreement, unless based on an applicable adequacy decision, shall be governed by the applicable Standard Contractual Clauses, including the UK SCC Addendum, where applicable.

3.3.3. Where You enable access to Personal Data to provider(s) of a third-party service directly integrated and made available within the Services, such processing shall occur in the region supported by the relevant service provider(s). If such processing takes place outside the EU, United Kingdom, or Switzerland, such transfers shall be governed, unless based on an applicable adequacy decision, by the applicable Standard Contractual Clauses, including the UK SCC Addendum, where applicable.

3.4. **Your Obligations:**

3.4.1. **Responsibility and Warranties.** You remain responsible for the lawfulness of the Processing and hereby represent and warrant that You have all the requisite legal titles (consents or other, as may be applicable) and that You have provided all information and notification to the Data Subjects regarding the collection and processing of their Personal Data provided to MyQ hereunder, as may be required under the Data Protection Laws and Regulations. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired the Personal Data.

3.4.2. **You as a Processor or Sub-processor.** Where You act in your capacity as a Processor or Sub-Processor while processing Personal Data on behalf of the end-customer or a distributor, You acknowledge and agree that MyQ will perform its obligations resulting from the processing of Personal Data under this Agreement or the Master Agreement only towards You and upon your instruction. MyQ shall have no direct obligations towards the end-customer or other distributors in the processing chain. Accordingly, MyQ shall not act upon any request, instruction, or inquiry received directly from an end-customer or distributors (including but not limited to data subject requests) unless and until such instruction is provided by You in accordance with the terms of this Agreement. Furthermore, You warrant and represent that:

3.4.2.1. You have entered into appropriate data processing agreements or equivalent contractual arrangements with all relevant parties in the processing (distribution) chain, in particular the end-customer or your distribution partner, in accordance with Data Protection Laws and Regulations;

- 3.4.2.2. You have obtained all necessary authorizations and instructions from the end-customer to engage MyQ as a Sub-Processor to process Personal Data in accordance with this Agreement and the Master Agreement, as applicable; and
- 3.4.2.3. You shall, upon request, provide evidence of compliance with the obligations set forth in this Section.

3.4.3. **Instructions.** Your instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. This Agreement and the Master Agreement constitute your documented instructions to MyQ for the Processing of Personal Data. Any additional or alternate instructions must be documented, reasonable and consistent with the terms of this Agreement.

3.4.4. **Connection of the Services to third-party service or platform.** If You instruct MyQ to access or make available Personal Data through Your own account with an external third-party service or platform, as permitted within the Services (for example to print out a document stored in Your One Drive or Google Disk), such processing takes place under Your contractual relationship with that third-party provider, and You remain responsible for implementing the requisite legal measures with such provider (such as a separate data processing agreement) for the processing of the Personal Data You instruct MyQ to furnish to or obtain from such third-party service provider.

4. Sub-Processing

- 4.1. **Mechanism for the appointment of Sub-processors.** MyQ shall engage another processor (i.e., a sub-processor) only in accordance with this Agreement. 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).
- 4.2. **List of Current Sub-processors and Notification of Changes.** The sub-processors currently engaged by MyQ and hereby authorized by You are the MyQ Affiliates and the sub-processors listed here: <https://www.myq-solution.com/en/the-list-of-myq-data-processors>. MyQ may, subject to compliance with this clause 4, engage a sub-processor, or replace or change the role of an existing sub-processor, provided that it notifies You of any change (email shall be deemed sufficient) (“**email notification**”) fifteen (15) days in advance of, as applicable, the effective date of the change concerned.
- 4.3. **Objection to Changes.** You shall be entitled to object in writing to the proposed change within fifteen (15) days of receipt of the email notification. If MyQ receives no objection from You, it shall be deemed authorized to proceed with the change.
- 4.4. **Responsibility for Sub-processors.** MyQ shall, where it engages any sub-processor in accordance with this clause 4: (a) carry out appropriate due diligence on the sub-processor prior to engaging it to verify that it is capable of complying with the data protection obligations under this Agreement, to the extent applicable to the services it is to perform; (b) only use a sub-processor that has provided sufficient guarantees to implement appropriate technical and organizational measures; (c) impose on the sub-processor, through a legally binding contract between MyQ and sub-processor, data protection obligations equivalent in substance to those set out in this Agreement and provide at least the same level of protection as provided for by this Agreement; and (d) implement legally required transfer mechanisms (such as SCCs where applicable) for the transfers of Personal Data outside of the EU/EEA. MyQ represents and warrants that it has performed the foregoing (a) – (d) with respect to the sub-processors that are already engaged by MyQ as of the effective date of the Agreement.
- 4.5. **Objection resolution.** Notwithstanding the foregoing, if You object to the engagement of another sub-processor, the Parties will come together in good faith to discuss an appropriate solution. MyQ

may in particular choose not to use the intended sub-processor or engage the sub-processor only after corrective steps and / or measures requested by You are taken.

- 4.6. **Connection of the Services to third-party service or platform.** If You connect the Services with an external third-party service or platform (e.g., Your One Drive or Google Disk), the third-party service provider with whom Personal Data are shared shall not be considered as MyQ's sub-processor engaged by MyQ according to this Section; the processing of the shared Personal Data shall be subject to a separate data processing agreement, or a similar contractual arrangement concluded directly between You and such relevant third-party service provider. MyQ takes no responsibility for the processing of personal data by such third-party service providers. However, where You enable a third-party functionality directly integrated and made available by MyQ in the Services, such provider shall act as MyQ's sub-processor under this Agreement.

5. MyQ's Remuneration

- 5.1. **Remuneration.** The Parties have agreed that the remuneration for the processing of the Personal Data under this Agreement is included in the remuneration for the Services provided for in the Master Agreement.

6. Limitation of Liability

- 6.1. **Liability under the Master Agreement.** MyQ's liability under this Agreement is subject to limitations and exclusions set forth in the Master Agreement. In case the Master Agreement is not entered into between the Parties, or does not include provisions on the limitations and exclusions of liability, or the provisions on the limitations and exclusions of liability are found by a competent court to be invalid, the Parties agree on the following.
- 6.2. **Exclusion of Liability.** 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 PROCESSING OF PERSONAL DATA.
- 6.3. **Limitation of Liability.** To the extent permitted by applicable law, whatever the legal basis for the claim, MyQ's aggregate liability for any direct damages incurred by You in connection with the processing of Personal Data, including for loss of Personal Data, Personal Data Breach or costs related to the investigation, shall be limited to direct damages up to the amount of EUR 5,000.

7. Term and Termination

- 7.1. **Term.** This Agreement shall come into force on the date of acceptance of the Master Agreement by You. This Agreement shall remain in effect throughout the duration of the Master Agreement or for the period during which MyQ provides the Services to You, as applicable.
- 7.2. **No Assignment.** Neither Party hereto is entitled to assign any of the rights and obligations under this Agreement to third parties without the prior written consent of the other Party.

8. Miscellaneous

- 8.1. **Governing Law and Venue.** Except as provided otherwise in this Agreement, any dispute or controversy relating to this Agreement shall be resolved under the law and jurisdiction specified in the Master Agreement. If the Master Agreement is not concluded between the Parties, this Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Czech Republic excluding any conflict of laws rules or other principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Furthermore, the Parties shall submit to the exclusive jurisdiction of courts of the Czech Republic and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.
- 8.2. **Entire Agreement.** This Agreement supplements the Master Agreement and unless otherwise stipulated herein, the provisions of the Master Agreement shall apply, including any exclusions and limitation of warranties and liabilities provided therein. Provisions in this Agreement shall have precedence over any provisions of the Master Agreement relating to the processing of Personal Data by MyQ as a Processor or a Sub-processor.
- 8.3. **Amendments to the Agreement.** This Agreement supersedes all existing arrangements of the Parties regarding the subject of this Agreement. MyQ may make changes to this Agreement from time to time. When these changes are made, MyQ will make a new copy of the Agreement available on the following MyQ website: [MyQ Policies & Legal Documents](#). Any such amended version shall supersede and replace the previous version of the Agreement and shall become effective upon being made available. By continuing to use the Services after the amended Agreement is published, You agree to the amended terms.
- 8.4. **Severability.** If one or more provisions of this Agreement are invalid, ineffective, void or unenforceable, then such provision shall not render the entire Agreement invalid, ineffective, void or unenforceable, while in such case the Parties will substitute such invalid, ineffective, void or unenforceable provision with a provision best suited to the purpose of such invalid, ineffective, void or unenforceable provision.
- 8.5. **List of Annexes:**
1. Data Processing Specifications
 2. Technical and Organizational Measures

ANNEX 1

DATA PROCESSING SPECIFICATIONS

Subject matter and nature of processing
Subject matter and nature of the processing of Personal Data is set out in the Master Agreement. The nature of the processing may include any operation that MyQ may perform on Personal Data or on sets of Personal Data when providing the MyQ Services, which may include collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, disclosure by transmission or otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means).
Purposes of processing
Purpose of the processing is to provide, improve, enhance and develop the Services or their features, as applicable under the Master Agreement, to You.
Categories of Personal Data
Categories of Personal Data processed by MyQ within the Services are primarily designated by You, based on the specific Services you purchased under the Master Agreement and based on how You or your end-customer choose to use the Services. The following categories of Personal Data may be included, without limitation: 1. <u>Personal Data uploaded or shared to the Services, incl. to integrated third-party services directly available in the Services</u> <i>For example, metadata of print or scan documents (and all other printable files), which may include in particular device IP addresses, user ID or user card number, number of pages, host name, product version, file name, size, date of creation, and where applicable, personal data included in such files.</i> 2. <u>Personal Data MyQ processes when providing remote or local support services</u> <i>For example, personal data included in the support files You upload or generate when requesting support, which may include data such as usernames, IP addresses, etc., or personal data contained in the devices and systems that MyQ may access when providing remote support based on your prior authorization and instruction.</i> The exact scope of Personal Data processed will always depend on the specific feature of the MyQ Services then available and used by You and the functionality of the Services that You decide to implement and utilize. No sensitive or special categories of Personal Data are processed by MyQ by default. You shall not, and You shall instruct Your end-customers not to, submit special categories of personal data or other sensitive data.
Categories of data subjects
Categories of Data Subjects are primarily designated by You, based on how You choose to use MyQ Services, and may include (without limitation) your or your end-customer's:

- employees (in particular end-users and administrators),
- contractors, and
- distributors and sales partners.

The exact categories of Data Subjects will always depend on the specific feature of the MyQ Services then available and used by You and the functionality of the Services that You decide to implement and utilize.

ANNEX 2

TECHNICAL AND ORGANIZATIONAL MEASURES

(1) Confidentiality (Art. 32 Paragraph 1 lit. b GDPR)

- Physical Access Control

No unauthorized access to Data Processing Facilities, e.g.: magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video / CCTV systems.

- Electronic Access Control

No unauthorized use of the Data Processing and Data Storage Systems, e.g.: (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media.

- Internal Access Control (permissions for user rights of access to and amendment of data)

No unauthorized reading, copying, changes or deletions of data within the system, e.g., rights authorization concept, need-based rights of access, logging of system access events.

- Separation according to purpose

The separate processing of data, which is collected for differing purposes, e.g., multiple Controller support, sandboxing.

- Pseudonymization (Art. 32 Paragraph 1 lit. a GDPR; Art. 25 Paragraph 1 GDPR)

The processing of personal data in such a method / way, that the data cannot be associated with a specific data subject without the assistance of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures.

(2) Integrity (Art. 32 Paragraph 1 lit. b GDPR)

- Data Transfer Control

No unauthorized reading, copying, changes or deletions of data with electronic transfer or transport, e.g.: encryption, Virtual Private Networks (VPN), electronic signature.

- Data Entry Control

Verification, whether and by whom personal data is entered into a data processing system, is changed or deleted, e.g.: logging, document management.

(3) Availability and Resilience (Art. 32 Paragraph 1 lit. b GDPR)

- Availability control;

- Prevention of accidental or willful destruction or loss, e.g.: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting procedures and contingency planning;
- Rapid Recovery (Art. 32 Paragraph 1 lit. c GDPR).

(4) Procedures for regular testing, assessment and evaluation (Art. 32 Paragraph 1 lit. d GDPR; Art. 25 Paragraph 1 GDPR)

- Data protection management;
- Incident response management;
- Data protection by design and default (Art. 25 Paragraph 2 GDPR);
- Order or Contract Control

No third-party data processing as per Art. 28 GDPR without corresponding instructions from the Controller, e.g.: clear and unambiguous contractual arrangements, formalized Order Management, strict controls on the selection of the service provider, duty of pre-evaluation, supervisory follow-up checks.

(5) Certification

MyQ holds the ISO/IEC 27001:2023 certification, a recognized international standard for Information Security Management System (<https://www.myq-solution.com/files/2026/01/myq-iso-27001-2023.pdf>).