



EULA Enduser Licence Agreement

Version [2018-08], valid from 22.8.2018

WARNING: IF YOU, AS A USER OF A BELOW SPECIFIED WORK, DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DON'T INSTALL THE WORK, DON'T COPY IT OR USE IT IN ANY OTHER WAY. YOU CAN RETURN IT (AND/OR SUPPLIED DOCUMENTATION, UNUSED LICENSE CODE OR ALL PARTS, EXTRAS AND ACCESSORIES) TO THE PLACE FROM WHERE YOU ACQUIRED IT, AND YOU WILL OBTAIN COMPENSATION ADEQUATE TO THE REMUNERATION, EVENTUALLY REMOVE ALL HITHERTO EXECUTED INSTALLATIONS.

1. Provider of the Work. MyQ, spol. s r.o., company ID No. 615 06 133, with its registered office at Českomoravská 2420/15, 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 **an author of a certain computer program (software) under the trade name MyQ, in three versions**, namely MyQ Free, MyQ Business Edition, MyQ Business Pro Edition, MyQ Service Module, and MyQ Service Center (hereinafter referred to as the "Work", or "Software MyQ"). The Provider is a person exclusively authorized to the execution of copyright to the Work in accordance with appropriate provisions of the Act No. 121/2000 Coll., on copyright, on rights related to the copyright and on amendment of certain laws (hereinafter referred to as the "Copyright Act").

2. User of the Work. The User of the Work (hereinafter referred to as the "User") hereby takes into account the facts given above and all consequences arising from these facts, particularly he takes into account that, as a user, it is authorized to use the Work solely in accordance with this Agreement, Copyright Act and related legal regulation concerning intellectual property.

3. Conclusion of the License Agreement. In accordance with Section 46 and the following of the Copyright Act, the License Agreement between the User and the Provider enters in force by installation, copying or any other use of the Work. By installation, copying or any other use of the Work, the User confirms that it agrees with the terms of this License Agreement and is bound by it. The Provider and the User 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.

4. Basic information on the Work. The Provider has developed the Work (Software MyQ) enabling to monitor the use of printing devices of the User, to secure printing of confidential data, and to increase the efficiency of work with printing devices. The above-mentioned Work consists of all particular computer programs, their files and program components. In addition to MyQ Software, the Work includes in particular optional (so called "embedded") hardware and software MyQ authorization terminals (hereinafter referred to as "MyQ Terminal") enabling, in conjunction with the identification device, to identify a particular user and to manage an access to a 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. As a part of the Work, hardware (e.g. MyQ Terminal) can be supplied together with accessories by the Provider. This Agreement is applicable to all the above-mentioned parts and accessories of the Work.

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

7. MyQ Free Version. The terms and conditions hereof concerning the remuneration of the Provider shall not apply on the version of the Work indicated by the Provider as MyQ Free Version. A License for MyQ Free version is granted free of charge. On the basis of the License Code generated by the Provider, the User is authorized to a free use of the Work, provided that all other conditions of this Agreement, Copyright Act and related legal regulation concerning intellectual property are observed.



8. Any License granted pursuant to this Agreement, except for MyQ Free License, is granted onerously. With regards to MyQ Business Edition, MyQ Business Pro Edition, MyQ Service Module, and MyQ Service Center version of the Work, the User undertakes to pay the Provider for this License, i.e. for a connection of each and every printing device of the User to the Work on the basis of the License Code, a remuneration assessed in accordance with a price list of the Provider valid on the day of the conclusion of this Agreement. The remuneration is payable in advance (i.e. before the delivery or sending of the License Code to the User) on the basis of an invoice (or advance invoice) issued by the Provider. The invoice shall include all requirements of a tax document as required by the legislation in force. If the remuneration is not settled, the User undertakes to remove without delay all installations and refrain from any use of the Work or its parts. The remuneration hereunder shall be deemed settled upon ascription of an appropriate sum onto the bank account of the Provider. If the User fails to settle the remuneration under this Article 8, the Provider shall be authorized to withdraw from this Agreement.

9. Modalities and extent of use of the Work. The Provider hereby authorizes the User, in accordance with Section 46 and the following of the Copyright Act, to a limited performance of right to use the Work, namely in the way and to the extent mentioned below, and the User accepts this right and undertakes to pay the remuneration to the Provider in accordance with the terms specified above.

9.1. The user undertakes to use the Work in the manner that would not decrease the Work's value, that is not in contradiction to legitimate interests of the Provider, and does not cause damage (actual damage or lost profit) to the Provider. The User shall not be authorized to make any modifications or changes of the Work, to change the name or identification of the Provider as author, to change the name or identification of the Work, to perform any changes of source codes or data, to make any interventions or changes based on unauthorized access to database, or to duplicate and distribute the Work in any way. The use of the Work in contradiction to this provision forms a breach of this License Agreement.

9.2. 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 License Code delivered or sent by the Provider to the User. Any connection of printing device with the Work in contradiction to this provision is unauthorized and forms a breach of the License Agreement. If the License Code is not (for whatever cause) delivered or sent to the User or if the remuneration is not paid to the Provider, the User undertakes to remove without delay all installations and refrain from any use of the Work or its parts.

9.3. The right to use the Work includes the License to use the Work solely for operational needs of the User within the term of the License. In this respect, the User undertakes to ensure that the Work is not used outside the operational needs of the User, i.e. the Work or any of its parts are not copied, distributed, leased, lent or given to another user, processed or modified, translated or changed by any other way; duplication, distribution, lease, lending or giving to another user, translation or any other change of the Work or any of its parts is illegal and is considered an unauthorized use of the Work.

9.4. The User is authorized to use the Work through its installation, its connection to a printing device on the basis of the License Code, and its operation in accordance with the supplied documentation. Use of the Work in contradiction to this provision is unauthorized and forms a breach of the License Agreement.

9.5. The License is related to the Work as a whole. Its components may not be separated for segregate use or for use in connection with any other product. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.

9.6. The User is not allowed to grant the License as a whole or any of its parts to a third party, with the exception of cases specified herein; the User is not authorized to transfer the rights hereunder to a third party without a prior written consent of the Provider. The User is allowed to transfer the rights hereunder to a third party solely after a prior written consent of the Provider, provided that the User fully disconnects Work from original printing device and uninstalls the Work from existing User's devices. In such case, the Provider generates and delivers or sends a new License Code at its own expense. The transfer of rights hereunder is not possible without obtaining a new License Code supplied in accordance with this Article and entering the License Code to a newly installed Work on a new User's device. The



transfer must be applied on the Work as a whole (including all its parts and accessories, media and printed materials, upgrades, this Agreement, and eventually hardware). The User to whom the Work is transferred must agree with all the terms and conditions of this Agreement before the transfer. Any acts contrary to this Article are considered an unauthorized use of the Work.

9.7. The User is not authorized to rename the Work (MyQ). This Agreement does not grant the User any right to use trademarks or service marks of the Provider; the above-mentioned marks or other names may not be removed from the supplied device or altered by any means. Any use of the Work contrary to this Article is unauthorized and forms a breach of the License Agreement.

9.8. The Work can include reports and scripts. The User is authorized to modify the reports and scripts for its own particular needs. Nevertheless, the User is not authorized to spread them either onerously or for free, to distribute, copy, lent, lease them or dispose of them in any similar way. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.

9.9. The User is not authorized to interfere by any means with related internet services or any other services which serve for a proper and untroubled use of the Work. The User is not authorized to damage, deactivate, overload or in any other manner decrease the functionality of the services. The User 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). Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.

9.10. The User is not authorized to any retrograde analysis of the Work, decompilation or conversion of the source code of the Work. The User is not authorized to any use of data obtained by any similar illegal way. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.

10. Updated versions (Innovation, Upgrade). This Agreement also applies on updated versions of the Work (innovation, upgrade) made accessible by the Provider for the User's download and installation only if the User has covered all License Codes by adequate licenses of software support. Nevertheless, the User is authorized to download and install the updated version of the Work solely if it is a 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 destination 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 the right of the Provider to withdraw from this Agreement and to request the User to refrain from using the Work in accordance with the respective legal regulation.

11. Provider's Inspection. The User undertakes to enable the Provider to revise any installation of the Work every 6 (six) months and to compare the extent of its use with the terms of this Agreement. The inspection will be exercised after a prior written notice issued by the Provider. The User expressly approves that the Provider is authorized to perform an inspection by the means of remote access at any time, provided that a remote inspection is possible. Should the User refuse to enable the inspection, the Provider shall be entitled to withdraw from this Agreement and require the User to refrain from using the Work in accordance with the respective legal regulation.

12. Use of the Work beyond the extent of the right of use. In case of using the Work beyond the extent of the right of use the, the User is obliged to pay to the Provider a usual price for the unauthorized use. Any use of the Work beyond the extent of the right of use specified herein constitutes the right of the Provider to withdraw from this Agreement and to require the User to refrain from using the Work in accordance with the respective legal regulation.

13. Reasonable suspicion of a breach of this Agreement. If a suspicion of a breach of terms of this License Agreement, Copyright Act or related legal regulation of intellectual property arises, the Provider is authorized to withdraw from this License Agreement and to require the User to refrain from using the Work in accordance with the respective legal regulation.



14. Confidential information and business secret. The Provider and the User undertake to consider confidential and keep in secret all the information concerning Parties hereto, the Work and its parts, components and accessories, and facts and relations 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. In this respect, the Parties undertake to ensure secrecy of all the information with all their employees and third parties as well as all other persons charged with partial tasks in connection with the performance hereof. The above-mentioned relates both to the period of validity of this Agreement and the period after its termination. Special provisions of the Act No. 513/1991 Coll., Commercial Code (hereinafter referred to as "Commercial Code") regulating the business secret protection shall not be affected by this Article. The User hereby takes into account that any information which forms a business secret as defined in the Commercial Code enjoys a higher degree of protection and undertakes to protect such information in the same manner.

15. Exercise of rights and claims by third persons. If a third person exercises any rights or claims towards the Provider as a consequence of the User's activity in contradiction hereto or in contradiction to related legal regulation of Copyright Act or other legislation regulating intellectual property, the User undertakes to make maximal endeavor to replace such consequences. If the Provider is obliged to spend any costs (including legal representation costs, administrative charges, etc.) due to the above specified reasons, the User undertakes to repay the Provider such costs within 14 days following made by the Provider and including notification including specification of such costs.

16. Precautions against misuse of the Work. The Provider warns the User that the Work may include technological means avoiding use of the Work in contradiction to this Agreement, Copyright Act and related legal regulation of intellectual property. If the User changes or modifies the hardware bearing installation of the Work or changes or modifies the software, reactivation of the Work by the Provider through newly generated License Code will probably be necessary. The transfer of the newly generated License Code is onerous in accordance with the terms and conditions of this Agreement. The User takes this notice into account and declares that it agrees with it.

17. Withdrawal from this Agreement. Any unauthorized use of the Work, its use in contradiction to this Agreement, particularly in contradiction to Article 9 (9.1 - 9.10), Article 10, 11 and 12 hereof, or in contradiction to the Copyright Act or related legal regulation of intellectual property, forms a right of the Provider to withdraw from this Agreement. If the Provider withdraws from this Agreement, the User shall be obliged to cease from using the Work and any of its parts and to delete the Work from its PC (eventually from any similar device where the Work is installed) and pass to the Provider all equipment, documentation and other parts and accessories of the Work obtained from the Provider or otherwise acquired without authorization.

18. Demo version of the Work. The Work marked as „Not For Resale“ or „NFR“ version is subject to terms and conditions of this Agreement, to the Copyright Act and to other legal regulations of intellectual property in the full extent. This version of the Work must not be, among other things, sold or otherwise onerously transferred or used in any other way than for demonstration, testing or evaluation purposes.

19. Links. The Provider indicates links to servers and services of third parties and links to access 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.

20. Approval for obtaining and use of technical data. For proper launching of the Work (eventually for its connection to a printing device) it is necessary to learn certain information on devices and services used by users. The User takes this fact into account and grants the Provider express approval for obtaining, collecting, and using any technical and identification data on devices and services used by the User. The Provider uses these data for generating an appropriate License Code. The Provider uses these data exclusively for the purpose of fulfillment of its obligations hereunder.

21. Personal data processing. If the User is a natural person (hereinafter referred to as the "data subject"), the Provider shall process his/her personal data in compliance with this Article 21. Data subjects may contact the Provider on the subject of personal data processing at the email address info@myq-



solution.com.

21.1 The Provider shall process the identification and contact details of the data subject and the data collected by the Provider when performing the License Agreement concluded with the data subject.

21.2 The Provider processes personal data of data subjects for the following purposes:

- a) performing the License Agreement, pursuant to Article 6 (1)(b) of 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 (hereinafter referred to as the „GDPR“);
- b) complying with the statutory duty of the Provider as laid down by generally binding legislation, pursuant to Article 6 (1)(c) of the GDPR (e.g. the obligation of the Provider to keep and maintain the accounting and tax documents);
- c) establishing, exercising or defending legal claims of the Provider, pursuant to Article 6 (1)(f) GDPR;
- d) marketing purposes based on Art. 6 (1)(f) of the GDPR.

21.3 Personal data shall be processed for no longer than is necessary for the respective purpose. Accordingly, personal data of the data subjects shall be processed:

- a) for the purpose set forth in Article 21.2(a) above, until the termination of the contractual obligations. This does not affect the Provider's right to further process the personal data (to the extent necessary) for the purposes set forth in Article 21.2(b), 21.2(c) and/or 21.2(d);
- b) for the purpose set forth in Article 21.2(b) above, for the duration of the applicable legal obligation of the Provider;
- c) for the purpose set forth in Article 21.2(c) above, until the expiry of the 5th calendar year following the termination of the contractual obligations under the License Agreement. In case of judicial, administrative or other proceedings dealing with the rights and / or obligations of the Provider vis-à-vis the data subject, the processing of personal data for the purpose referred to in Article 21.2(c) above shall not end before the termination of such proceedings.
- d) for the marketing purposes set forth in Article 21.2(d) above, personal data shall be processed until the data subject disapproves such processing.

21.4 No later than by the end of the calendar quarter following the expiry of the processing period referred to in Article 21.3 above, personal data which no longer need to be processed shall be anonymized or destroyed (by shredding or other means preventing unauthorized disclosure).

21.5 The Provider is entitled to disclose personal data to recipients processing personal data on behalf of the Provider as its processors under an agreement on personal data processing. The list of Provider's data processors is available on www.myq-solution.com. The data subject understands that the list of Provider's data processors may change in time and be amended. Based on Article 6(1)(f) of the GDPR and the legitimate interests of the Provider, the Provider may transmit personal data within its group for internal administrative purposes. The list of companies forming the Provider's group is available on www.myq-solution.com. The data subject understands that such list may change in time and be amended. User data may also be shared with Provider's partners (Provider's representatives and distributors) that keep the respective User as their current or former client/customer.

21.6 In connection with the processing of their personal data, data subjects have a number of rights, including the right of access to their personal data (under the terms set forth in Article 15 of the GDPR), right to rectification or erasure (under the terms set forth in Article 16 or Article 17 of the GDPR) or right to restriction of processing (under the terms set forth in Article 18 GDPR). The data subject also has the right to object to processing (under the terms set forth in Article 21 GDPR) and the right to data portability (under the terms set forth in Article 20 GDPR).

21.7 If the data subject assumes that processing of his or her personal data is in breach with legal regulation, the data subject is entitled to contact the Provider with a request for redress. If the data subject's request is legitimate, the Provider will immediately remove the malfunction. This is without prejudice to the data subject's right to lodge a complaint directly with the supervisory authority (Personal Data Protection Authority).



21.8 The provision of personal data by the data subject is a contractual requirement. The data subject has no statutory obligation to provide personal data; however, the Provider needs the data to conclude and perform the License Agreement.

21.9 By entering into the License Agreement, the data subject represents and confirms that he/she understands the information contained in this Article 21.

22. Processing of personal data on behalf of the User

22.1 If the Provider, when performing its obligations under the License Agreement, processes personal data on behalf of the User (e.g. when providing remote or local support services), this Article 22 shall apply. Both the Provider and the User confirm and agree that this Article 22 constitutes an agreement on personal data processing under Article 28 of the GDPR.

22.2 With respect to personal data processing mentioned in Article 22.1 hereof, the Purchaser shall be in the position of so-called controller and the Provider is in the position of its processor. The Provider shall be entitled to process personal data on behalf of the User only for the purposes of performing the Provider's obligations under the License Agreement and for the duration thereof. If the Provider acquires a copy of the personal data, the Provider shall delete such copy after the termination of the License Agreement.

22.3 The Provider shall process personal data only on documented instructions from the User under the License Agreement. The User is fully responsible for the instructions given to the Provider. The scope of data to be processed by the Provider includes personal data stored within or otherwise processed by the means of the Work.

22.4 The Provider shall process personal data in compliance with the GDPR. The Provider shall adopt technical and organizational measures preventing unauthorized or accidental access to the processed personal data. In particular, the Provider shall ensure that its employees and another processors engaged in the processing are bound by the obligation of confidentiality.

22.5 Besides the Provider's employees, the Provider is entitled to also engage its suppliers (so-called "other processors") to process personal data. Upon the User's request, the Provider shall inform the User of any intended changes concerning the addition or replacement of other processors, thereby giving the User an opportunity to object to such changes.

22.6 Upon the User's request, the Provider shall assist the User in case the respective natural person asserts his/her rights under Chapter III of the GDPR. In such case, the Provider shall have the right to receive from the User compensation of the effective costs and expenses expended by the Provider.

23. 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 user. The Provider does neither guarantee an error-free or uninterrupted operation of the Work, nor guarantees that the User will be able to replace all errors and defects of the Work. The User hereby takes into account that no product (neither the Work) is error-free and no product ensures a permanent functionality. With regard to the above, the Provider strongly advises the User to back-up all its data and files regularly. The User undertakes to follow the above-mentioned procedure. The Provider takes no responsibility for any damage or loss of data or files of the User, not even if it is caused due to functionality errors of the Work for whatever reason.

24. Limited responsibility of the Provider. The Provider hereby grants the User the right to use the Work developed by the Provider as an author in accordance with the terms and conditions hereof. The subject-matter of this Agreement is neither sale of a particular product nor a transfer of an ownership right to a particular product. The Provider or his suppliers are not responsible for any damage incurred in connection to the use of the Work or as a result of impossibility of using the Work (even if the Provider has been warned of possible occurrence of damage). The Provider is neither responsible for actual damage nor for loss of profit, including actual damage and loss of profit due to an interruption of functionality of the Work for whatever reason, due to loss of business information or data as a result of an interruption of the Work 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 correlated services. If the Provider is not able to launch or repair the Work, the User has the right on refund of monetary payments in the amount paid to the Provider hereunder. The User expressly agrees that in all cases, the total maximum responsibility of the Provider is limited to the amount paid by the User to the Provider as remuneration hereunder. The parties hereby expressly exclude the use of any provisions of laws that would impose a duty on the Provider to pay more than the User had paid hereunder.

25. Governing law. All legal relations arising hereof shall be governed by the laws of the Czech Republic, including as well substantial as procedural law. 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.

26. Contact. In the case of any questions considering this Agreement or if you wish for whatever cause to get in contact with the Provider, please use the contact information supplied with the Work or see info on www.myq-solution.com.