

GENERAL TERMS OF SERVICE DESK SERVICES FOR THE SOFTWARE SUITE DATALAB PANTHEON

1 Definitions

1.1 The **Provider of Service Desk Services** is the company Datalab SI, družba za poslovno informacijske rešitve d. o. o., based at Hajdrihova ulica 28c, SI-1000 Ljubljana, tax identification number SI99654717. The Provider concludes this Agreement on its own behalf and for its own account with the Client.

1.2 The **Client** is a legal entity or private individual that received a preliminary invoice or invoice from the Provider of Service Desk Services based on an order for the Software Suite and a possible conclusion of additional agreements, paid the preliminary invoice or invoice and received in return a serial number and the status of a registered Client, which makes it possible to activate the Software Suite

1.3 **General Terms of Service Desk Services** regulate the terms and conditions of Service Desk services for the Software Suite which include support, assistance, and implementation of new and unused features of the Software Suite and are part of this License Agreement.

1.4 The **Software Suite** is the Computer Program Datalab PANTHEON and Supplementary Materials.

1.5 The **Computer Program** is the computer program in any of its available editions, composed of a group of files in the form of source or compiled or executable code.

1.6 **Supplementary Materials** are information intended for operating or illustrating the operation of the Software Suite, training materials, videos, and other materials provided by the Provider of Service Desk Services to the Client in exchange for compensation or for free. Supplementary Materials also include written (digital or printed), audio and video documentation for the Software Suite and a knowledge base about the usage of the Software Suite, available at the Provider of Service Desk Services' user community portal. Supplementary Materials can be subject to terms of special licenses.

1.7 **Written Documentation** is written instructions for the use of the Software Suite. Only Written Documentation is relevant for defining an error. Regardless of paragraph 1.6, the Provider of Service Desk Services always provides the Client written instructions for the use of the Software Suite free of charge. The Client can access written instructions on the website of the Provider of Service Desk Services.

1.8 The **Upgraded Software Suite** is the Software Suite that inseparably contains the latest updates for legislation changes, improvements, fixes, changes and new features; the Client is entitled to it with a concluded Software License Agreement and an Upgrade Subscription. All terms of the Software License Agreement apply to the Upgraded Software Suite as well, except the terms of article 2 (Grant of License), and article 6 (Limited Warranty).

1.9 **Intellectual Property Rights** are all proprietary, neighboring and other rights, including *sui generis* rights of the database system provider as regulated by the Copyright and Related Rights Act of Slovenia; furthermore including all other intellectual property rights, especially industrial property rights as regulated by the Industrial Property Act of Slovenia, and other rights similar to intellectual property rights that are subject to the license agreement or any other agreement between the Provider of Service Desk Services and the Client.

1.10 The **Software License Agreement** is this license agreement which covers the use of the Software Suite and additional Client rights and defines the terms of Software Suite use. The License Agreement is signed by the Provider of Service Desk Services and the Client. The General Terms of Service Desk Services are part of the License Agreement.

1.11 **Additional Agreements** are agreements that are or can be concluded by the Provider of Service Desk Services and the Client regarding the Software Suite, most notably the Upgrade Subscription and other service agreements.

1.12 The **Upgrade Subscription** is this agreement which, regulates the rights of the Provider of Service Desk Services and the Client, and obligations in relation to upgrades of the Software Suite.

1.13 The **Workstation** is a single computer workstation or device with similar functionality with which Users use or access the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite.

1.14 The **User** is natural person who can use or access the Software Suite through the Workstation and/or access the Client's data that is being processed by the PANTHEON Software Suite through the Software Suite.

1.15 A **Vertical Solution** is software, hardware or similar solution that complements or upgrades the PANTHEON Software Suite and enables the use of or access to the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite.

1.16 A **Connector** is each individual person, computer program or other similar device or technology that uses or is part of each individual Vertical Solution.

1.17 The **Connector License** is an agreement between the Provider of Service Desk Services and the Client, which enables the use of or access to the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite by Connectors. All provisions of this License Agreement are valid for the Connector License, except when this License Agreement provides special provisions for External Connectors.

1.18 The **Order** is an order that the Client places at the website of the Provider of Service Desk Services or some other way and thus shows the interest for concluding a Software License Agreement for the desired

edition of the Software Suite and for any additional agreements; the Order includes the number of Workstations where the Client wants to install or use the Software Suite.

1.19 The **Preliminary Invoice** is issued by the Provider of Service Desk Services to the Client based on the received Order. It includes the edition of the Software Suite, the Market Price, the Purchase Price, the Price of Additional Agreements, the license's area of validity, and the number of users, who may concurrently use the Software Suite, and the number of Connector Licenses. The Preliminary Invoice also contains the payment plan for the Purchase Price or Price of Additional Agreements, for example the number of installments over a given period. The Preliminary Invoice includes a reference to the validity of the provisions of this Software License Agreement and a link to the website where this Software License Agreement is published. The Preliminary Invoice becomes a part of the Software License Agreement in the part where the Software Suite edition, the license's area of validity, the Purchase Price, the number of users, who may concurrently use the Software Suite, the number of Connector Licenses, and the payment plan are stated.

1.20 The **Serial Number** is a series of characters sent to the Client by the Provider of Service Desk Services based on a paid Preliminary Invoice or other document.

1.21 The **Registered Client Name** is the user name assigned to the Client by the Provider of Service Desk Services based on a paid Preliminary Invoice or other document.

1.22 The **Activation Date** is the date when the activation of the Software Suite is complete, as described in item 2.3 of the Software License Agreement.

1.23 The **Market Price** is the Provider's recommended sale price, at the moment of price calculation for the use of a Software Suite edition and for additional Client's rights related to the Software Suite from the Software License Agreement, multiplied by the number of users, who may concurrently use the Software Suite. The Market Price includes the price of any Connector Licenses.

1.24 The **Purchase Price** is equal to the Market Price at the moment of placing the Order, reduced by any Provider's discounts and increased by any additional cost and the value-added tax. The Purchase Price is stated on the Preliminary Invoice or invoice.

1.25 The **Price of Additional Agreements** is a catch-all term for the Upgrade Subscription price, and any other agreements.

1.26 **Support Providers** are legal entities or private individuals that provide support and other Service Desk Services for the Software Suite based on a contractual or other relationship with the Provider of Service Desk Services. Support Providers shall have a certificate for providing support services for the Software Suite and other Service Desk services.

1.27 The **Help Desk Support Tool** is a web application at the Provider's user community portal User Site (<https://usersite.datalab.eu>) used for support and other Service Desk services, messaging, reporting errors (including cases of warranty) and other communication between the Client and the Provider of Service Desk Services. The Client can access it when logged in at User Site, but also by email after registering their email address; sending an e-mail to pomoc@datalab.si will process and save that e-mail message as a Help Desk Application incident.

1.28 An **Error** is the Software Suite's functioning or content that is not according to the specifications or intended function as described in Written Documentation.

1.29 The **Error Report** is the submission of a written description of an Error by the Client in the Help Desk application, which sent to a Support Provider.

1.30 A **Critical Error** is an error that prevents a Client group from continuing their work, has no alternate solution, and may seriously threaten work processes, data security or data reliability.

1.31 A **Non-Critical Error** is any other error that impedes the work of a Client group, but does not seriously threaten work processes or the Software Suite's security or reliability.

1.32 The **Error Report** is the submission of a written description of an Error by the Client in the Help Desk application.

1.33 The **Response Time** is the longest time it takes the Provider of Service Desk Services to respond to the Client's request to eliminate an Error, not including the time it takes to eliminate the Error.

1.34 The **Implementation Solution** is any change or supplement of specific parts of the Datalab PANTHEON Software Suite with specific software products developed by the Partner or a third party in order to meet the specific needs of one or more Clients.

1.35 The **Log** is an activity log in the Help Desk application.

1.36 The **Price of Service Desk Services** is set based on an hourly or recurring rate, which is published on the website of the Provider of Service Desk Services. Any additional travel costs are billed separately.

1.37 The **Hourly or Recurring Rate for Service Desk Services** is the rate published on the website <http://www.datalab.si/cene-in-funkcije/> (tab Service and Support Prices), including the listed terms. If an inconsistency exists between these General Terms of Service Desk Services and the information available on the website <http://www.datalab.si/cene-in-funkcije/>, the provisions of these General Terms of Service Desk Services apply.

2 Activation of Service Desk Services

2.1 The Software Suite Datalab PANTHEON must be ordered or in use in order to be eligible for Service Desk Services. The Client sends the Provider of Service Desk Services an Order for the conclusion of an Upgrade Subscription that has to include the Client's full name/company name, address/company head office address, tax number, and other identifying information, including the Client's e-mail address. The Client is solely responsible for the veracity and truthfulness of the identifying information provided to the Provider of Service Desk Services. Based on the Order, the Provider of Service Desk Services sends the Client a Preliminary Invoice or Invoice.

2.2 After the Client pays the Preliminary Invoice or invoice, the Provider of Service Desk Services sends the Client an e-mail to the address specified in the Order, containing the Serial Number, the Registered Client Name and a hyperlink where the Software Suite and Service Desk services can be activated.

2.2 After accepting the provisions of the License Agreement following the procedure detailed in the License Agreement, the Client activates the Service Desk Services by clicking the 'I Agree' button in the electronic form, stating that they accept all provisions of the General Terms of Service Desk Services, which thereby become binding. By clicking the 'I Agree' button, a natural person performing the action states that they are a legal representative of the Client or a person authorized by the Client to perform the above action. During this process, the Workstation, with which the Client performs their actions, must be connected to the Internet, so that the Provider of Service Desk services may record the acceptance of the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON.

2.3 In order to be eligible for Service Desk Services, the Software Suite Datalab PANTHEON must be in use based on the General Terms of Use for the Software Suite Datalab PANTHEON Permission to Use Service Desk Services is granted to the Client based on these General Terms of Service Desk Services only for the permitted number of Workstations based on the Software License Agreement.

3 Provision of Support

3.1 Support is the assistance provided to the Client regarding the usage and operation of the Software Suite Datalab PANTHEON, including bug fixes.

3.2 Support is provided as defined in the Software License Agreement and in these General Terms of Service Desk Services for the Software Suite Datalab PANTHEON.

4 Provision of Assistance

4.1 The Provider of Service Desk Services trains people who have an employment or other contractual relationship with the Client regarding the use of the Software Suite Datalab PANTHEON.

4.2 The Provider of Service Desk Services answers the Client's questions.

4.3 The Provider of Service Desk Services advises the Client with the definition and solution of operational issues that the Client encounters during the use of the Software Suite Datalab PANTHEON.

4.4 The Provider of Service Desk Services advises the Client about the required configuration of hardware required to run the Software Suite Datalab PANTHEON.

4.5 The Provider of Service Desk Services notifies the Client about any changes, improvements and/or Bugs in the Software Suite Datalab PANTHEON.

5 Implementation of New and Unused Features

5.1 The Provider of Service Desk Services configures and adapts the Software Suite Datalab PANTHEON according to the Client's needs within the scope of the standard functionality of the Software Suite Datalab PANTHEON.

5.2 Upon the Client's defined request and against payment, the Provider of Service Desk Services develops for the Client additional modules, reports, analyses, or forms for the Software Suite Datalab PANTHEON.

5.3 Unless the Client and the Provider of Service Desk Services agree otherwise, the Client is the sole holder of all intellectual property rights for new features that are developed on demand on behalf of the Client.

5.4 The Provider of Service Desk Services will start carrying out the requested service from this article (Article 5) no later than 20 working days after the activation of Service Desk Services, in accordance with Article 2 of these General Terms of Service Desk Services.

6 Billing of Service Desk Services

6.1 Service Desk Services provided by the Provider of Services Desk Services are billed in 15-minute (fifteen-minute) intervals, whereby every started interval counts. The price of Service Desk Services are defined in the price list of the Provider of Service Desk Services, which is published on the website of the Provider of Service Desk Services. The price of Service Desk Services is subject to change.

6.2 One hour of Service Desk Services during the business hours of the Provider of Service Desk Services (Monday to Friday, 08:00 to 16:00) counts as one hour of Service Desk Services. One hour of Service Desk Services outside the business hours of the Provider of Service Desk Services (Monday to Friday, 06:00 to 08:00 and 16:00 to 22:00) counts as one hour and 30 minutes of Service Desk Services. One hour of Service Desk Services during the night (Monday to Friday 22:00 to 06:00) and non-working days counts as two hours of Service Desk Services. Any work performed outside of the business hours must be agreed upon in advance.

6.3 The Provider of Service Desk Services is entitled to a reimbursement of travel costs and travel time if Service Desk Services are provided at the Client's or any location other than the headquarters of the Provider of Service Desk Services.

6.4 The Provider of Service Desk Services issues the Client an invoice with the price of Service Desk Services until the fifth working day of each month. The deadline for payments is 8 days.

6.5 If the Client rejects an item on the invoice for Service Desk Services, the Provider of Service Desk Services and the Client shall settle the matter by special agreement between managers of the Provider of Service Desk Services and the Client. If the Client rejects an item on a project invoice, project managers of the Provider of Service Desk Services and the Client shall settle the matter. If no agreement is reached, the project's supervisory board shall decide on the matter.

6.6 In case of overdue payment of the invoice, the Provider of Service Desk Services is entitled to legal default interest.

6.7 If the Client has not paid all due obligations to the Provider of Service Desk Services, the Provider of Service Desk Services is not obliged to provide Service Desk Services, in which case the Provider's conduct does not breach these General Terms of Service Desk Services and the Client is not entitled to any compensation from the Provider of Service Desk Services.

6.8 Apart from the Service Desk Services specified in these General Terms of Service Desk Services, the Client may order other Service Desk Services as listed on the website of the Provider of Service Desk Services. In that case, the provisions of these General Terms of Service Desk Services apply to the other Service Desk Services, except if the Client has concluded a Maintenance Agreement for Service Desk Services.

7 Supervision and Coordination of Service Desk Services

7.1 The Provider of Service Desk Services provides Service Desk Services in the following ways:

- Remotely using Help Desk RDS application

It has a shared desktop function that allows sharing the Client's display and assuming control over keyboard and mouse inputs. The typed communication (chat) between the Client and the Provider of Service Desk Service or Support Provider is saved into a support log as a transcribed session of support or other Service Desk Services, and is an integral part of the support session, along with the report at session end and the support satisfaction questionnaire. The Provider of Service Desk Services and Support Providers have access into the logs of remote Service Desk Services.

- Remotely over the telephone (only for concluded Maintenance Agreements for Service Desk Services)

- Remotely by email by sending an e-mail to podpor@datalab.si, which automatically creates an entry in the Help Desk Application.

- On the Client's premises by the Provider's or a Support Provider's staff.

7.2 Service Desk Services can be ordered validly and bindingly by legal representatives of the Client or by an authorized person that a legal representative declares as such on the website of the Provider of Service Desk Services intended for use by Clients (<https://usersite.datalab.eu/>). The Client is solely responsible for the actions of such persons. If any such person exceeds the authorizations given by the Client, the actions cannot imply any legal consequences for the Provider of Service Desk Services.

7.3 The Provider of Service Desk Services and the Client will decide upon matters regarding Service Desk Services within the following timeframes:

- for micro decisions – immediately

- for decisions of medium difficulty – within two days

- for difficult decisions – within seven days.

Only the Provider of Service Desk Services may classify the type of decision.

7.4 The Provider of Service Desk Services and the Client shall keep a log. The log must contain all Service Desk Services provided, their type, duration in hours during which the Provider of Service Desk Services provided Service Desk Services, directions for work and other important information as well as whether an item was accepted or rejected.

7.5 Both the Provider of Service Desk Services and the Client shall keep a log. The time that the Provider of Service Desk Services spends on keeping the log counts as provision of Service Desk Services. The Provider of Service Desk Services shall keep the log in a way that allows the Client a transparent overview of Service Desk Services provided, and that the used solutions are properly documented, including guidelines or short directions where necessary. The Client may request more detailed log keeping or more comprehensive written documentation from the Provider of Service Desk Services. The Client may request that the Client's obligation for log keeping is reduced, provided this does not impair the provision of Service Desk Services, the long-term quality of Service Desk Services or the functioning of the Software Suite Datalab PANTHEON.

7.6 The Provider of Service Desk Services and the Client may view the log and its analyses at any time. The log may be viewed only by legal representatives of the Client or by an authorized person that a legal representative declares as such on the website of the Provider of Service Desk Services intended for use by Clients (<https://usersite.datalab.eu/>).

7.7 Log items are deemed accepted if the Client does not reject them with a written explanation in the Help Desk Application. A log item may be rejected within 7 (seven) days of the current month after the service was provided or until the third day of the following month for items that were entered into the log in the previous month. Log items may be accepted or rejected only by legal representatives of the Client or by an authorized person that a legal representative declares as such on the website of the Provider of Service Desk Services intended for use by Clients (<https://usersite.datalab.eu/>).

8 Error Reporting and Response Times for Fixing Errors

8.1 An error is considered as reported only if the Client used the Help Desk Application to communicate it to the Provider of Service Desk Services.

8.2 The Provider of Service Desk Services shall start fixing a Critical Error that the Client properly reported with the Help Desk Application within 4 (four) hours during the business hours of the Provider of Service Desk Services and by agreement outside of the business hours. Counting starts from the moment the Error was properly reported in the Help Desk Application.

8.3 The Provider of Service Desk Services shall start fixing a Non-Critical Error that the Client properly reported with the Help Desk Application on the next business day after the Error was properly reported in the Help Desk Application.

8.4 The Provider of Service Desk Services and the Client must both agree whether an Error is Critical or Non-Critical as specified in items 8.2 and 8.3. If a consensus cannot be reached, the decision of the Provider of Service Desk Services stands.

9 General Obligations of the Client in Relation to Service Desk Services

9.1 The Client shall endeavor to assist the Provider of Service Desk Services in the provision of Service Desk Services, follow the instructions of the Provider of Service Desk Services, provide necessary information, and completing certain tasks within agreed upon deadlines.

9.2 On location, the Client Shall provide the Provider of Service Desk Services with proper equipment to provide Service Desk Services, which includes a sufficiently powerful Workstation, permanent Internet

access, and proper privileges to operate within the Client's information system. The Client shall provide the Provider of Service Desk Services the e-mail addresses of all persons using the Software Suite Datalab PANTHEON.

9.3 The Client shall handle its data with due care. The Client shall ensure that data is correct and current. The Client is responsible for making backups of data and other components of the information system according to the instructions of the Provider of Service Desk Services or by agreement with the Provider of Service Desk Services. The Client shall properly store the backups and maintain at least three backups that cover at least one month of history. In addition to said backups, the Client shall also keep a backup of each accounting period with initial and closing balances.

9.4 The Client shall react in good time to changes in its business process or wider business context and notify the Provider of Service Desk Services about that; the Client shall also respond to the Provider's or other notifications about the functionality of the Software Suite Datalab PANTHEON or the provision of Service Desk Services. The Client shall also notify the Provider of Service Desk Services sufficiently in advance about any increased need for Service Desk Services.

10 General Obligations of the Provider of Service Desk Services in relation to Service Desk Services

10.1 In the case of changes to the price or other changes that might affect the provision of Service Desk Services, the Provider of Service Desk Services shall notify the Client at least 60 (sixty) days before the changes come into effect.

10.2 The Provider of Service Desk Services shall take all necessary measures while providing Service Desk Services to keep the Client's data secure.

10.3 Where these General Terms of Service Desk Services for the Software Suite Datalab PANTHEON specifies deadlines in which the Provider of Service Desk Services must respond or provide or start providing a specific service, the Provider of Service Desk Services reserves the right to extend the deadlines in the event that circumstances arise that do not originate from the sphere of influence of the Provider of Service Desk Services, or if the Client does not provide proper working conditions, or if the Client did not complete its obligations as per these General Terms of Service Desk Services for the Software Suite Datalab PANTHEON.

11 Exclusion of Liability of the Provider of Service Desk Services

11.1 The Provider of Service Desk Services, its suppliers, co-contractors and support providers, taking into account only minimal legal limitations of exclusion of liability, are in no case liable to the Client or third Parties for any damages to the Client or a third party that occurred or may occur for any reason arising from the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON. For the avoidance of doubt, the listed damages include, but are not limited to, property damage, loss of profit or revenue, physical or psychological trauma to others and detrimental effects on an organization's reputation.

11.2 The total liability of the Provider of Service Desk Services is in no case and regardless of the number of loss events higher than the Purchase Price defined in the Software License Agreement, taking into account only minimal legal limitations of exclusion of liability.

12 Termination of Service Desk Services

12.1 If the Client violates any terms of the General Terms of Service Desk Services for the Software Suite Datalab PANTHON or the Software License Agreement, the Provider of Service Desk Services may stop providing Service Desk Services until the violation ceases.

12.2 A violation of the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON is also regarded as a violation of the Software License Agreement.

13 Contractual Processing of Personal Data

13.1 Because the Provider of Service Desk Services is highly likely to acquire personal data during the provision of Service Desk Services, or access or consult personal data that the Client stores and processes using the Software Suite Datalab PANTHEON, for which the Client is deemed to be the Controller and the Provider of Service Desk Services the Processor as defined by legislation pertaining to personal data protection, Article 13 of this General Terms of Service Desk Services defines the rights and obligations of the Client and the Provider of Service Desk Services pertaining to the aforementioned personal data.

13.2 The Provider of Service Desk Services performs the processing of personal data from paragraph 13.1 only at the request of the Client and may only perform specific processing tasks that the Client requested or those that are inevitable for the provision of Service Desk Services. The Provider of Service Desk Services shall not process personal data for any other purpose.

13.3 The Provider of Service Desk Services will protect personal data in accordance with its personal data protection policy, which is accessible on the website of the Provider of Service Desk Services. By concluding the Software License Agreement, the Client agrees that they are familiar with its content and that they accept the provisions of the personal data protection policy. The Provider of Service Desk Services will ensure that its employees and other persons processing personal data from paragraph 13.1 are familiar with the Provider's obligations and its duty to protect the confidentiality of personal data that they learn in the course of their work.

13.4 The Client is aware of the fact that certain personal data processing tasks within the scope of the provision of Service Desk Services can be performed by Support Providers that are independent from the Provider of Service Desk Services. A list of Support Providers is published on the website <https://www.datalab.eu/partners/>. By accepting these General Terms of service Desk Services, the Client gives the Provider of Service Desk Services a general written permission (pursuant to paragraph 2 of Article 28 of the General Data Protection Regulation) to entrust certain personal data processing tasks to Support Providers. In the event that the list of Support Providers changes, the Provider of Service Desk Services shall notify the Client of that at least 8 days before the planned change and give them the opportunity to contradict the changes. The Provider of Service Desk Services guarantees that any new Support Providers will follow the same rules and conditions pertaining to the protection of personal data as existing Support Providers. If the Client does not answer the notification within 8 days of receiving it, the change of Support Providers is deemed uncontested.

13.5 The Provider of Service Desk Services shall not copy and store personal data from paragraph 13.1, except when that is inevitable for the provision of Service Desk Services and only for the required duration. Thereafter, the copy of the personal data must be effectively and irrevocably erased.

13.6 The Provider of Service Desk Services logs all personal data processing activities for each Client in accordance with the provisions of Article 30 of the General Data Protection Regulation.

13.7 The Provider of Service Desk Services will notify the Client without unnecessary delay about any ascertained breaches pertaining to personal data from paragraph 13.1, except in cases where the personal data breach would not jeopardize individuals' rights and freedoms. Additionally, the Provider of Service Desk Services will notify the Client if the instructions pertaining to the provision of Service Desk Services or actions related to them infringe the General Personal Data Regulation.

13.8 The Provider of Service Desk Services provides the Client at their written request information required to demonstrate the compliance with the obligations of the Provider regarding the contractual processing of personal data from paragraph 13.1.

13.9 The Provider of Service Desk Services provides the Client at their written request information required or useful to the Client to answer requests to exercise the rights of individuals to whom the personal data from paragraph 13.1 relate. The Provider of Service Desk Services does not guarantee the Client any technical and organizational measures in relation to that.

13.10 The Provider of Service Desk Services provides the Client at their written request information pertaining to the processing of personal data from paragraph 13.1, which the Client requires to evaluate the data protection impact assessment and for the process of prior consultation, in accordance with Articles 35 and 36 of the General Data Protection Regulation.

13.11 The Provider of Service Desk Services allows the Client at their written request, which must be submitted at least 8 days in advance, inspections or audits of the processing of personal data from paragraph 13.1. The request must contain at least the desired data of the inspection or audit, the inspector or auditor, and the subject of the inspection or audit. The inspection or audit are conducted during the regular business hours of the Provider of Services Desk Services and must be conducted in a manner that is least impactful to the work process of the Provider of Service Desk Services.

13.12 Services listed in paragraphs from (including) 13.8 to (including) 13.11 or the time spent providing these services by the Provider of Service Desk Services are billed at the level Consulting II in accordance with the valid price list provided by the Provider of Service Desk Services, which is published on the website <https://www.datalab.eu/prices-and-functionalities/> (tab Service and Support), including the listed terms.

14 Final Provisions

14.1 The Client shall dutifully respond to messages and notifications of the Provider of Service Desk Services.

14.2 The Client agrees that the Provider of Service Desk Services or a Support Provider may use information that was acquired when carrying out the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON, including when providing support and other Service Desk Services, in an anonymized form that does not allow identification of the Client for business purposes related solely to support, diagnostics, testing, research or development of the Software Suite or other products or services of the Provider of Service Desk Services. The Provider of Service Desk Services shall treat any personal data acquired this way in accordance with the legislation pertaining to protection of personal data and the

Provider's personal data protection policy, which is accessible on the website of the Provider of Service Desk Services. The Provider of Service Desk Services shall treat any confidential information acquired this way in accordance with the Companies Act of the Republic of Slovenia. The Provider of Service Desk Services cannot be held liable in any way to the Client or third parties if the Client has wrongfully or without a proper legal basis or contrary to applicable legislation revealed any personal, confidential or any other information.

14.3 The Provider of Service Desk Services and the Client shall keep confidential trade secrets as defined by the Companies Act of the Republic of Slovenia for 3 (three) years after the Software License Agreement has ended, including other confidential information that they learned when the Software License Agreement and the General Terms of Service Desk Services were concluded.

14.4 If any of the provisions of the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON might prove to be void, other provisions are not affected and remain effective.

14.5 The General Terms of Service Desk Services for the Software Suite Datalab PANTHEON are all terms for the use of Service Desk Services and they replace any other agreements about Service Desk Services, except if the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON define that they are supplemented by other agreements or documents.

14.6 The Client may not transfer any rights or obligations arising from the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON in whole or any individual right of the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON to third parties without written permission of the Provider of Service Desk Services.

14.7 A court in Ljubljana with proper jurisdiction over the subject matter in question has jurisdiction over any dispute arising from the General Terms of Service Desk Services for the Software Suite Datalab PANTHEON. The law of the Republic of Slovenia applies.

Valid from: 25 May 2018