Contract for PANTHEON Cloud service
Contract number:

concluded by

Datalab SI d.o.o., Hajdrihova 28c, 1000 Ljubljana, Tax ID: SI99654717, represented by the managing director Stanislav Brlečič

and the User:

xxxUSERxxxx, xxxADDRESSxxx, Tax ID: xxx, represented by xxxREPRESENTATIVExxx, representative's email: xxx, representative's mobile phone: xxx

Contact person:
Name and surname: xxx
Phone number: xxx
Email: xxx

Introduction:

1. Article

The subject matter of the contract is the order of PANTHEON Cloud licenses (hereinafter: Service) provided by Datalab SI d.o.o., Hajdrihova 28c, 1000 Ljubljana (hereinafter Datalab).
The User agrees that Datalab is entitled to use all data necessary for the provision and proper functioning of the Service.

With this contract, the contracting parties determine the legal, technical, temporal, and financial conditions for the use and performance of the Service.

2. Article

The terms used in this contract are defined in this contract and in the Special Terms of Use for the Datalab PANTHEON Application (hereinafter: STU Datalab PANTHEON), the Special Terms of use for ServiceDesk services for the Datalab PANTHEON Application (hereinafter: STU Datalab PANTHEON ServiceDesk) and Datalab's Personal Data Protection Policy, which are attached as annexes to this contract and apply in their entirety. In the event of any discrepancies between this contract and STU Datalab PANTHEON and STU Datalab PANTHEON ServiceDesk, the provisions of this contract prevail.

In providing the Service, Datalab is both the data controller and the data processor.
More information about the role and processing of data is available in the above-mentioned Datalab terms of use and Personal Data Protection Policy.

By signing the relevant contract, the User confirms that they agree with STU Datalab PANTHEON, STU Datalab PANTHEON ServiceDesk, Datalab's Personal Data Protection Policy, and the currently valid price list, and accept all rights and obligations arising therefrom.

Service description:

3. Article

Based on this contract, Datalab provides the User with the use of PANTHEON Cloud service.
The Service includes or consists of:
   i.   Use of the PANTHEON Cloud Application in hosting mode, where the User has the PANTHEON Cloud Application installed on their device, which connects to the server part of the PANTHEON Cloud Application installed on Datalab's hardware.
   ii.   Storage and processing of data on Datalab's hardware.
   iii. Use of Sevice Desk services in accordance with STU Datalab PANTHEON ServiceDesk.
   iv.   Use of other additional services selected by the User as optional.

As part of its data storage and processing services, Datalab provides:
   i.   Data center services.

    ii.   Maintenance and debugging services for data center services.
    iii.   Data center services within the services include hosting the server part of the application, renting (leasing) space for data storage, and other services upon request.
    iv.   Permission to use and operate the application.
    v.   ServiceDesk service for reporting bugs and problems with the use of services via email address pomoc@datalab.si;
    vi.   Training and consulting.
    vii.   Billing and invoicing of services.

Datalab reserves the right to outsource the performance of individual parts of the service to external contractors.

4. Article

The PANTHEON Cloud service is a software suite consisting of a cloud application (the server part of the PANTHEON Cloud Application) and a local application on a compatible device (the client part of the PANTHEON Cloud Application) and supplementary materials. To use the local PANTHEON Cloud application, the User needs an appropriate device, which is not the subject of this contract. The minimum hardware requirements for the operation of the client part of the PANTHEON Cloud application are published on the website www.datalab.si/podpora/pogosta-vprasanja/.

Datalab does not guarantee the functioning of the hardware on which the client part of the PANTHEON Cloud application runs.

Supplementary materials refer to data intended for the functioning or demonstration of the functioning of the PANTHEON Cloud application, training materials, videos, and other materials that Datalab makes available to Users for the use of the PANTHEON Cloud application. Supplementary materials also include written, audio, or video instructions for using the PANTHEON Cloud application in printed or electronic form and a knowledge base on using the PANTHEON Cloud application, which is located on Datalab's user websites. If expressly specified in the relevant element of the supplementary material, such element may be available under conditions other than those specified in the STU Datalab PANTHEON.

By signing this contract, the User agrees to use the PANTHEON Cloud Application under the terms outlined in the STU Datalab PANTHEON and STU Datalab PANTHEON ServiceDesk.

5. Article

The User is ordering the following Service(s):

License	Quantity	HO / HN

The characteristics of the selected Service features are defined more in detail in the STU Datalab PANTHEON and in the STU Datalab PANTHEON ServiceDesk, which are attached to this contract as an integral part thereof.

The User may order support, training, and consulting services in accordance with the STU Datalab PANTHEON ServiceDesk at pomoc@datalab.si.

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Service level:

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6. Article

6.1. Service availability
The Service is available to the User 24 hours a day, 7 days a week, 365 days a year.
Access to the Service is granted through the use of a username, password, and database name, depending on the type of license or additional service used:
    i.   Via the PANTHEON Cloud client application (local applications) that accesses the service via the Internet, and/or

ii.   via the Datalab PANTHEON web application, which provides access to the service via the Internet.

Datalab guarantees 99.5% availability of data center services on an annual basis. This does not include scheduled maintenance work and maintenance work specified in this contract.

Datalab will ensure the functioning of the PANTHEON Cloud Application in accordance with the STU Datalab PANTHEON.

If the Service is down because of a DoS (denial of service) attack or attacks with too many messages to the data center, this time will not be counted in the service availability calculation.

6.2. Connectivity
The Service is available via the Internet. Internet access at the location or for the equipment with which the User wishes to access the Internet is not covered by this contract. Access to the Service is protected by a firewall on the server side.

6.3. Reporting bugs and ad hoc activation of ServiceDesk services
The User is responsible for reporting any bugs, malfunctions, non-functioning of the services, installation or operating issues, etc. to Datalab's support department at pomoc@datalab.si or by calling 01 252 89 13.

6.4. Backup on server
Backup is performed daily and stored for at least 6 days after creation. Backups created on Sundays are stored for an additional 4 weeks after creation. Backups created on the last Sunday of the month are stored for an additional 12 months.

Agreed interruptions of the Service:

7.   Article

Datalab and the User mutually agree on the following terms for interventions in systems that result in Service interruption or degradation.

The time interval during which an interruption may occur	Maximum duration of interruption
Tuesday 10 p.m. – Wednesday 2 a.m.	2 hours
Friday 10 p.m. – Monday 6 a.m.	1 hour

Tuesday is the primary term, and Saturday is designated as an auxiliary term if the work cannot be completed within the primary term.

Service interruption or degradation is intended for maintenance and upgrading of software, back-end systems, and installation of new versions.

Datalab will notify the User of any planned interruptions or degradation of services four working days prior to the interruption or degradation of the Service.

Storage, return, and deletion of data entered into the system:

8.   Article

All data created and stored by the User when using the Service is the User's property.

The User may request Datalab to make a copy of the data. Upon such a request by the User, Datalab is obliged to provide all data entered by the User into the system as soon as possible. The User must confirm receipt of all data in writing.

If the User orders a service for use on existing data (database) of the Datalab PANTHEON application located at another provider, the User expressly authorizes Datalab by signing this Contract to perform the technical transfer of the existing database to its hardware on the User's behalf and for the User's

account. The User guarantees that they have the legal basis for the transfer of data and bears sole responsibility for the legality of such transfer and any consequences thereof.

In the event of termination of the contract for any reason, the User must retrieve the data stored on Datalab's systems using the Service no later than ninety (90) days after the termination of the contract. Within thirty (30) days after the transfer of data, the data is deleted from Datalab's production systems and can no longer be retrieved or restored. Data in backup copies is deleted at the end of the backup's lifetime.

For costs incurred in transferring this data to the appropriate medium, Datalab will issue a preliminary invoice to the User. The price of the service is determined in accordance with the currently valid price list. If the User agrees with the preliminary invoice, they will confirm it and pay it, which is the basis for the transfer of the User's data and for issuing an invoice for the work performed.

Billing for the Service and changes:

9. Article

Datalab will bill the User for the Service by sending an invoice. The invoice is due within 8 days of the date it's sent.

The price of the Service is the sum of the service segments selected by the User according to the currently valid price listhttps://www.datalab.si/pantheon/retail-mobilne-blagajne/cene/.

Services under this contract are billed to the User in accordance with the currently valid price list, on a joint invoice with any other services ordered by the User from Datalab.

In the event of changes such as a change in the licensing scheme, ordering additional licenses, or a change in the number of licenses, the User sends a request for change to prodaja@datalab.si. The User agrees that the request for change constitutes an annex to this contract, amending and/or supplementing the list of services in Article 5 of this contract. Billing based on the changed parameters of the Service begins in accordance with the currently valid price list.

Additional Datalab services published in the currently valid price list of additional services may be ordered by the User by logging into the user portal https://usersite.datalab.eu/ and selecting and ordering additional Datalab services via the My Data | EServices menu.
The use of eDocumentation included in the Service is billed in accordance with the currently valid price list.

Datalab sends a written reminder to the User who has not paid the invoice within the deadline, informing them of the delay and the consequences of the delay, and reminding them to pay the invoice by the deadline specified in the reminder. Datalab sends the written reminder to the email address specified in this contract. If the User fails to settle their outstanding debts after the additional deadline for payment, Datalab may temporarily block the User from using the Service.

Anti-corruption clause:

10. Article

The contracting parties declare that neither of them nor anyone else on their behalf or for their account, prior to, during or after the conclusion of the contract or any transaction related thereto, has offered, given or promised any unlawful benefit to the other contracting party, its employee, representative, intermediary or third party for:
- obtaining business, or
- conclusion of business under more favorable conditions, or
- omission of due supervision over the performance of contractual obligations, or
- other acts or omissions that cause or could cause unlawful damage to the contracting party or a third party, or enable the contracting party, its employee, a member of its management or supervisory body, representative or agent of the contracting party or a third party to obtain an unlawful advantage.

If the above-mentioned unlawful acts occurred prior to the conclusion or during the conclusion of the contract, such contract may be nullified. If the above-mentioned unlawful acts occurred during the performance of the contract, the contract is considered terminated with effect from the date of its conclusion.

Business secrets and access protection:

11. Article

Business secrets include data and documentation relating to the subject matter of the contract, therefore authorized persons and other employees who have access to them may not, under any circumstances, without the express permission of the authorized person, disclose or inform other persons about this documentation, except for persons who are required to be informed thereof due to their official duties, or persons who are authorized to do so by regulations.

The business secrets of Datalab and the User (hereinafter: both contracting parties) must also be protected by the employees of both contracting parties and other persons involved by either contracting party in the performance of work under the contract, if they knew or, given the nature of the data, should have known that that the data is a business secret, regardless of how they became aware of it. Each contracting party agrees to bind its employees and other persons involved in the performance of work under the contract to protect business secrets.

Business secrets also include data that would clearly cause significant damage if disclosed to an unauthorized person.
Business secrets must be protected beyond the termination of the contract until revoked by Datalab or the User, or until the data that constitutes a business secret becomes publicly available.

The User grants access to its employees – usernames, passwords, and authorizations for areas of use in the Service software – but the support service can also do this based on a signed written request. In accordance with the STU Datalab PANTHEON, Datalab assumes no responsibility for any security breaches resulting from the User's improper granting of access or insufficient protection of accessible data.

Contract term and termination:

12. Article

This contract is valid from the day both parties sign it.

The contract is concluded for an indefinite period.

Each of the contracting parties may terminate the contract with two (2) months' notice. The User's termination must be given in writing to the email address prodaja@datalab.si, and the notice period starts on the first day of the month following the delivery of the termination to the other contracting party.

In the event of a breach of contractual obligations by the User, Datalab may terminate the contract without prior notice in the cases specified in this contract and in the STU Datalab PANTHEON.

If the User is unable to use the Service for a continuous period of three (3) months due to unpaid outstanding obligations, this contract is terminated after three (3) months from the date of the inability to use the Service.

In the event of withdrawal or termination of the contract, the User is not entitled to a refund of any advance payments already made for the Service.

Final provisions:

13. Article

The contracting parties agree that all amendments and additions to this contract are valid only in writing, as an annex to this contract, except in the cases specified in Article 9 of this contract.

14. Article

The contracting parties agree that all disputes arising from this contract shall be settled amicably. In the event that the contracting parties are unable to reach an agreement, any disputes shall be settled by a court in Ljubljana with proper jurisdiction.

15. Article

By signing this contract, the User declares the accuracy and veracity of the data provided herein.

16. Article

Each contracting party expressly agrees not to challenge the legal effect, admissibility, validity, or enforceability of this Contract (including, but not limited to, any change or amendment to this agreement) if a) an electronic signature or electronic record (including PDF scans, etc.), b) the electronic signature was exclusively stored in electronic form or communicated in electronic form.

User's statement:

17. Article

The User confirms that they are fully familiar with and agree to the STU Datalab PANTHEON, STU Datalab PANTHEON ServiceDesk, Datalab's Personal Data Protection Policy, and the prices specified in the price list or contract, all of which form an integral part of this contract. STU Datalab PANTHEON, STU Datalab PANTHEON ServiceDesk, Datalab's Personal Data Protection Policy, and price lists are available on Datalab's website (http://www.datalab.si).

The User agrees to receive notifications of changes to the terms of this contract via email to the email address specified in the contract.

18. Article

This contract is written in two (2) identical copies, of which each contracting party receives one (1) copy.

For Datalab   For the User

In Ljubljana, _xx_._xx_.202x_   In/at xxLocationxx, _xx_._xx_.202x_

Signature: Signature: