

## GENERAL TERMS OF SERVICEDESK SERVICES FOR THE SOFTWARE SUITE DATALAB PANTHEON

### 1. Definitions

**1.1 Provider of ServiceDesk 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. Client** refers to a legal or natural person who, on the basis of the Client's order for the Software Suite and the conclusion of additional contracts, if any, has received an invoice from the Provider of the ServiceDesk services, has paid the invoice, and has subsequently received from the Provider of the ServiceDesk services a serial number and a registered client status, which enable the activation of the Software Suite.

**1.3. General Terms of ServiceDesk services** regulate the terms and conditions of use of the ServiceDesk services for the Software Suite, including support, assistance and implementation of new and unused features of the Software Suite, and form an integral part of this License Agreement.

**1.4. Software Suite** refers to the Computer Program Datalab PANTHEON and the Support Tools and Materials.

**1.5 Computer Program** refers to the Computer program Datalab PANTHEON, in any of the available versions, which comprises a group of files containing the software code in source, compiled or executable form.

**1.6. Support Tools and Materials** refer to information designed to operate or illustrate the operation of the Software Suite, training materials, videos and other materials made available by the Provider of the ServiceDesk services, free of charge or for a fee, to Clients for the use of the Software Suite. Support Tools and Materials also refer to written, audio or video instructions for the use of the Software Suite, whether in printed or electronic form, and to the knowledge base on the use of the Software Suite located on the UserSite of the Provider of the ServiceDesk services. Support Tools and Materials may be made available under the terms of specific licenses.

**1.7 Written Documentation** refers to the written instructions for the use of the Software Suite. Only Written Documentation is relevant for the definition of an error. Regardless of paragraph 1.6, the Provider of the ServiceDesk services always provides the Client with written instructions for the use of the Software Suite free of charge. The written documentation is available to the Client on the website of the Provider of the ServiceDesk services.

**1.8. Upgraded Software Suite** is the Software Suite that indivisibly incorporates the latest PANTHEON Computer Program regulatory updates, patches, fixes, modifications, enhancements, new solutions and Error fixes, and is available for download and use by the Client under the terms of the Upgrade Contract and the License Agreement entered into with the Client. The Upgraded Software Suite is subject to all provisions of the License Agreement relating to the Software Suite, except for the provisions of Article 2 (Grant of License) and Article 6 (Limited Warranty).

**1.9 Intellectual property rights** are all copyright, neighboring, and other rights, including the database builder's *sui generis* right as governed by the Copyright and Related Rights Act of Slovenia, as well as all other intellectual property rights, in particular industrial property rights as governed by the Industrial Property Act of Slovenia, as well as other rights similar to intellectual property rights, which are the subject of a license or other agreement concluded between the Provider of the ServiceDesk services and the Client.

**1.10 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 ServiceDesk services and the Client. The General Terms of ServiceDesk services are part of the License Agreement.

**1.11. Additional Agreements** are agreements that the Provider of the ServiceDesk services and the Client enter into or may enter into in connection with the Software Suite, such as, the Upgrade Contract and other service agreements.

**1.12. Upgrade Contract** is the agreement that sets out the rights and obligations of the Provider of the ServiceDesk services and the Client in relation to the upgrades of the Software Suite.

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

**1.14 The Client User** is a natural person 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. Connector License** is an agreement between the Provider of ServiceDesk services and the Client that allows Connectors to use or access the Client's Software Suite and/or the Client's data processed by the PANTHEON Software Suite. The Connector License is subject to all the provisions of this License Agreement *mutatis mutandis*, except where this License Agreement makes specific provisions for Connectors.

**1.18 Order** is an order that the Client places at the website of the Provider of ServiceDesk 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 Preliminary Invoice** is issued by the Provider of ServiceDesk 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 License Agreement in the part where the Software Suite edition, the license's area of validity, the Purchase Price, the number of Client Users, who may concurrently use the Software Suite, the number of Connector Licenses, and the payment plan are stated.

**1.20. Serial Number** is a sequence of characters provided by the Provider of ServiceDesk services to the Client on the basis of a paid invoice or other document.

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

**1.22. Activation Date** is the date on which the activation of the Software Suite as described in Section 2.3 of the License Agreement is concluded.

**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 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 Contract price, and any other agreements.

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

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

**1.33 Response Time** is the longest time it takes the Provider of ServiceDesk 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 Software Suite Datalab PANTHEON 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 HelpDesk application.

**1.36 Price of ServiceDesk services** is set based on an hourly or recurring rate, which is published on the website of the Provider of ServiceDesk services. Any additional travel costs may be billed separately.

**1.37 Hourly or Recurring Rate for ServiceDesk services** is the rate published on the website <https://www.datalab.eu/pantheon-license-prices/>, including the listed terms. If an inconsistency exists between these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON and the information available on the website <https://www.datalab.eu/pantheon-license-prices/>, the provisions of these General Terms of ServiceDesk Services for the Software Suite Datalab PANTHEON apply.

## **2. Activation of ServiceDesk Services**

2.1 The Software Suite Datalab PANTHEON must be ordered or in use to be eligible for ServiceDesk services. The Client sends the Provider of ServiceDesk services an Order for the conclusion of an Upgrade Contract that must 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 accuracy and truthfulness of the identifying data provided to the Provider of ServiceDesk services. Based on the Order, the Provider of ServiceDesk services sends the Client a Preliminary Invoice or Invoice.

2.2 After the Client pays the Preliminary Invoice or invoice, the Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services by clicking the 'I Agree' button in the electronic form,

stating that the Client accepts all provisions of the General Terms of ServiceDesk 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 ServiceDesk services may record the acceptance of the General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON.

2.3 In order to be eligible for ServiceDesk 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 ServiceDesk services is granted to the Client based on these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON only for the permitted number of Workstations based on the 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 Error fixes.

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

### **4. Provision of Assistance**

4.1 The Provider of ServiceDesk 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 ServiceDesk services answers the Client's questions.

4.3 The Provider of ServiceDesk 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 ServiceDesk services advises the Client about the required configuration of hardware required to run the Software Suite Datalab PANTHEON.

4.5 The Provider of ServiceDesk services notifies the Client about any changes, improvements and/or Errors in the Software Suite Datalab PANTHEON.

### **5. Implementation of New and Unused Features**

5.1 The Provider of ServiceDesk services configures and customizes the Software Suite Datalab PANTHEON according to the needs of the Client within the standard features of the Datalab PANTHEON Software Suite.

5.2 Upon the Client's defined request and against payment, the Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services will start carrying out the requested service from this article (Article 5) no later than 20 working days after the activation of ServiceDesk services, in accordance with Article 2 of these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON.

## **6. Billing of ServiceDesk Services**

6.1 ServiceDesk 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 ServiceDesk services is defined in the price list of the Provider of ServiceDesk services, which is published on the website of the Provider of ServiceDesk services. The price of ServiceDesk services is subject to change.

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

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

6.4 The Provider of ServiceDesk services issues the Client an invoice with the price of ServiceDesk 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 ServiceDesk services, the Provider of ServiceDesk services and the Client shall settle the matter by special agreement between managers of the Provider of ServiceDesk services and the Client. If the Client rejects an item on a project invoice, project managers of the Provider of ServiceDesk 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 ServiceDesk services is entitled to legal default interest.

6.7 If the Client has not paid all due obligations to the Provider of ServiceDesk services, the Provider of ServiceDesk services is not obligated to provide ServiceDesk services, in which case the Provider's conduct does not breach these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON and the Client is not entitled to any compensation from the Provider of ServiceDesk services.

6.8 Apart from the ServiceDesk services specified in these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON, the Client may order other ServiceDesk services as listed on the website of the Provider of ServiceDesk services. In that case, the provisions of these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON apply to the other ServiceDesk services, except if the Client has concluded a Maintenance Agreement for ServiceDesk services.

## **7. Supervision and Coordination of ServiceDesk Services**

7.1 The Provider of ServiceDesk services provides ServiceDesk services in the following ways:

- Remotely using HelpDesk 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 ServiceDesk Service or Support Provider is saved into a support log as a transcribed session of support or other ServiceDesk 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 ServiceDesk services and Support Providers have access into the logs of remote ServiceDesk services.

- Remotely over the telephone (only for concluded Maintenance Agreements for ServiceDesk services).

- Remotely by email by sending an e-mail to [pomoc@datalab.si](mailto:pomoc@datalab.si), which automatically creates an entry in the HelpDesk Application.

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

7.2. ServiceDesk services can be ordered validly and bindingly 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 ServiceDesk 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 ServiceDesk services.

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

7.4. Both the Provider of ServiceDesk services and the Client shall keep a log. The time that the Provider of ServiceDesk services spends on keeping the log counts as provision of ServiceDesk services. The Provider of ServiceDesk services shall keep the log in a way that allows the Client a transparent overview of ServiceDesk 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 ServiceDesk services. The Client may request that the Client's obligation for log keeping is reduced, provided this does not impair the provision of ServiceDesk services, the long-term quality of ServiceDesk services or the functioning of the Software Suite Datalab PANTHEON.

7.5. The Provider of ServiceDesk 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 ServiceDesk services intended for use by Clients (<https://usersite.datalab.eu/>).

7.6. Log items are deemed accepted if the Client does not reject them with a written explanation in the HelpDesk 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 ServiceDesk 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 HelpDesk Application to communicate it to the Provider of ServiceDesk services.

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

8.3 The Provider of ServiceDesk services shall start fixing a Non-Critical Error that the Client properly reported with the HelpDesk Application on the next business day after the Error was properly reported in the HelpDesk Application.

8.4 The Provider of ServiceDesk 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 ServiceDesk services stands.

## **9. General Obligations of the Client in Relation to ServiceDesk Services**

9.1 The Client shall endeavor to assist the Provider of ServiceDesk services in the provision of ServiceDesk services, follow the instructions of the Provider of ServiceDesk services, provide necessary data, and complete certain tasks within agreed upon deadlines.

9.2 On location, the Client Shall provide the Provider of ServiceDesk services with proper equipment to provide ServiceDesk 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 ServiceDesk 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 ServiceDesk services or by agreement with the Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services. The Client shall also notify the Provider of ServiceDesk services sufficiently in advance about any increased need for ServiceDesk services.

## **10. General Obligations of the Provider of ServiceDesk Services in relation to ServiceDesk Services**

10.1 In the case of changes to the price or other changes that might affect the provision of ServiceDesk services, the Provider of ServiceDesk services shall notify the Client at least 30 (thirty) days before the changes come into effect.

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

10.3 Where these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON specify deadlines in which the Provider of ServiceDesk services must respond or provide or start providing a specific service, the Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services for the Software Suite Datalab PANTHEON.

## **11. Exclusion of Liability of the Provider of ServiceDesk Services**

11.1 The Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services is in no case and regardless of the number of loss events higher than the Purchase Price defined in the License Agreement, taking into account only minimal legal limitations of exclusion of liability.

## **12. Termination of ServiceDesk Services**

12.1 If the Client violates any terms of the General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON or the License Agreement, the Provider of ServiceDesk services may stop providing ServiceDesk services until the violation ceases.

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

## **13. Contractual Processing of Personal Data**

13.1 Since the Provider of ServiceDesk services is highly likely to acquire personal data during the provision of ServiceDesk 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 ServiceDesk services the Processor as defined by legislation pertaining to personal data protection, Article 13 of these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON defines the rights and obligations of the Client and the Provider of ServiceDesk services pertaining to the aforementioned personal data.

13.2 The Provider of ServiceDesk 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 ServiceDesk services. The Provider of ServiceDesk services shall not process personal data for any other purpose.

13.3 The Provider of ServiceDesk services will protect personal data in accordance with its personal data protection policy, which is accessible on the website of the Provider of ServiceDesk services. By concluding the 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 ServiceDesk 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 ServiceDesk services can be performed by Support Providers that are independent from the Provider of ServiceDesk services. A list of Support Providers is published on the website <https://www.datalab.eu/partners/>. By accepting these General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON, the Client gives the Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk 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 the ServiceDesk services undertakes not to copy and store the personal data referred to in clause 13.1 except to the extent strictly necessary for the provision of ServiceDesk services, and then only for the period strictly necessary, after which it shall effectively and irretrievably delete such copy of the data.

13.6 The Provider of the ServiceDesk services shall keep a record of the 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 ServiceDesk 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 ServiceDesk services will notify the Client if the instructions pertaining to the provision of ServiceDesk services or actions related to them infringe the General Personal Data Regulation.

13.8 The Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk services does not guarantee the Client any technical and organizational measures in relation to that.

13.10 The Provider of ServiceDesk 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 ServiceDesk 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 ServiceDesk 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 ServiceDesk services are billed at the level Consulting II in accordance with the valid price list provided by the Provider of ServiceDesk services, which is published on the website <https://www.datalab.eu/pantheon-license-prices/> (tab Service and Support), including the listed terms.

#### **14. Final provisions**

14.1 The Client shall dutifully respond to messages and notifications from the Provider of ServiceDesk services.

14.2 The Client agrees that the Provider of ServiceDesk services or a Support Provider may use information that was acquired when carrying out the General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON, including when providing support and other ServiceDesk 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 ServiceDesk services. The Provider of ServiceDesk 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 ServiceDesk services. The Provider of ServiceDesk services shall treat any confidential information acquired this way in accordance with the Companies Act of the Republic of Slovenia. The Provider of ServiceDesk 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 ServiceDesk 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 License Agreement and the General Terms of ServiceDesk services were concluded.

14.4 If any of the provisions of the General Terms of ServiceDesk 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 ServiceDesk services for the Software Suite Datalab PANTHEON are all terms for the use of ServiceDesk services and they replace any other agreements about ServiceDesk services, except if the General Terms of ServiceDesk 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 ServiceDesk services for the Software Suite Datalab PANTHEON in whole or any individual right of the General Terms of ServiceDesk services for the Software Suite Datalab PANTHEON to third parties without written permission of the Provider of ServiceDesk 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 ServiceDesk services for the Software Suite Datalab PANTHEON. The law of the Republic of Slovenia applies.

Effective as of: 25 May 2018