SPECIAL TERMS OF SERVICEDESK SERVICES FOR THE APPLICATION DATALAB PANTHEON

1. Definitions

1.1 Provider of the Application Datalab PANTHEON 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.

1.2 Client is the Client of the Application Datalab PANTHEON Hosting, or a legal or natural person who concluded a PANTHEON Service Agreement with the Operator.

1.3 Operator is a legal person who concluded a PANTHEON Service Agreement with the Client.

1.4 PANTHEON Service Agreement is a contract concluded between the Client and the Operator that regulates the rights and obligations of the Client and the Operator in cooperation with Datalab SI in relation to the PANTHEON Service. Based on this agreement, the Client receives from the Provider of the Application Datalab PANTHEON authorization codes for the use of the Application Datalab PANTHEON.

1.5 PANTHEON Service includes: i) use of the Application Datalab PANTHEON in a hosted environment, whereby the Client has locally installed the client software for the Application Datalab PANTHEON, while the server part of the Application Datalab PANTHEON is located in the Operator's data center; ii) data storage in the Operator's data center; iii) use of ServiceDesk Services in accordance with the Special terms of ServiceDesk Services; iv) use of other optional services chosen by the Client.

1.6 Special Terms of ServiceDesk Services for the Application Datalab PANTHEON regulate the terms of ServiceDesk Services for the Application Datalab PANTHEON that include maintenance, support, assistance, and implementation of new and unused features of the Application Datalab PANTHEON.

1.7 Special Terms of Use for the Application Datalab PANTHEON regulate the terms of use for the application Datalab PANTHEON in a Cloud (Hosting) environment provided by the Operator.

1.8 Cloud (Hosting) is a set of services provided to the Client by the Operator based on the PANTHEON Service Agreement.

1.9 Application Datalab PANTHEON is an Internet-based software suite, consisting of the Cloud Application, the Local Application, and Support Tools and Materials.

1.10 Cloud Application is a part of the Software Suite Datalab PANTHEON, installed and running on the Operator's servers and accessed by the Client using a local application.

1.11 Local Application is a part of the Software Suite Datalab PANTHEON that the Client has installed or uses on their Workstation; it provides access to and the use of the Cloud Application.

1.12 PANTHEON Software Suite is the Datalab PANTHEON Software Suite in any of its available editions, composed of a group of files in the form of source or compiled or executable code.

1.13 Support Tools and Materials are information intended for operating or illustrating the operation of the Application Datalab PANTHEON, training materials, videos, and other materials provided by the Provider of the Application Datalab PANTHEON to the Client in exchange for compensation or for free. Support Tools and Materials also include written (digital or printed), audio and video documentation for the Application Datalab PANTHEON, and a knowledge base about the usage of the Application Datalab PANTHEON, available at the Provider's user community portal. Support Tools and Materials can be subject to terms of special licenses.

1.14 Written Documentation is written instructions for the use of the Application Datalab PANTHEON, including descriptions of the functionality of the Software Suite. Only Written Documentation is relevant for defining an error. Regardless of paragraph 1.13, the Provider of the Application Datalab PANTHEON always provides the Client written instructions for the use of the Application Datalab PANTHEON free of charge. The Client can access written instructions on the website of the Provider of the Application Datalab PANTHEON.

1.15 Upgraded Application Datalab PANTHEON is the Application Datalab PANTHEON that inseparably contains the latest updates for legislation changes, improvements, fixes, changes and new features; the Client is entitled to download it with a concluded PANTHEON Service Agreement and the Special Terms of Use for the Application Datalab PANTHEON. All terms of the Special Terms of Use for the Application Datalab PANTHEON related to any part of the Application Datalab PANTHEON apply to the Upgraded Application Datalab PANTHEON.

1.16 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.

1.17 Workstation is a single computer workstation or device with similar functionality that is owned by the Client or used on any other legal basis and can at any given moment be used by only one person, that can also be a computer program or another similar device or technology.

1.18 Client User is a natural person who uses or accesses the Application Datalab PANTHEON through the Workstation.

1.19 Vertical Solution is a software, hardware or similar solution that complements or upgrades the PANTHEON Software Suite and enables the use of or access to the Application Datalab PANTHEON.

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

1.21 Connector License is an agreement between the Provider of the Application Datalab PANTHEON and the Client, which enables the use of or access to the Application Datalab PANTHEON and/or the Client's data that is being processed by the Application Datalab PANTHEON by Connectors.

1.22 Client Data are any and all data including personal data as defined by the Personal Data Protection Act of the Republic of Slovenia and documentation as defined in the Protection of Documents and Archives and Archival Institutions Act of the Republic of Slovenia that the Client sends to the Telekom Slovenija or Provider

of the Application Datalab PANTHEON as part of Client Data Storage or the use of the Application Datalab PANTHEON.

1.23 Client Data Storage is the storage of the Client's data on the Operator's Hardware.

1.24 Operator's Hardware is the Operator's servers and all other Operator's hardware where the Client Data are stored or which enables the use of the Application Datalab PANTHEON.

1.25 Subscription is the price for PANTHEON Services that the Client pays the Operator for the PANTHEON Services.

1.26 Serial Number is a series of characters sent to the Client based on the PANTHEON Service Agreement.

1.27 Registered Client Name is the user name assigned to the Client by the Provider of the Application Datalab PANTHEON based on the concluded PANTHEON Service Agreement.

1.28 Activation Date is the date when the activation of the Application Datalab PANTHEON as described in Article 2
of these Special Terms of ServiceDesk Services for the Application Datalab PANTHEON is completed.

1.29 Support Providers are legal or natural persons that provide the Client support for the Application Datalab PANTHEON and other ServiceDesk Services or similar services (additional Support Provider services) based on a contractual or other relationship with the Provider of the Application Datalab PANTHEON. Support Providers shall have a certificate for providing support services for the Application Datalab PANTHEON and other ServiceDesk Services.

1.30 HelpDesk Support Tool is a web application at the Provider's user community portal User Site https://usersite.datalab.eu/([https://usersite.datalab.eu/)](https://usersite.datalab.eu/)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 the Application Datalab PANTHEON. 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 or including the e-mail in the carbon copy recipients will process and save that e-mail message as a HelpDesk Application incident.

1.31 Upgrading means the right to download the Upgraded Application Datalab PANTHEON and the right to use it, as well as the right to access and use other data sources, such as updated master data and the company register; the Provider grants those rights to Clients who have concluded a valid PANTHEON Service Agreements and the Special Terms of Use for the Application Datalab PANTHEON.

1.32 Error is the Cloud Application's or Local Application's functioning or content that is not according to the specifications or intended function as described in Written Documentation.

1.33 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.

1.34 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's security or reliability.

1.35 Error Report is the submission of a written description of an Error by the Client in the HelpDesk application.

1.36 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. The Response Time is only applicable for Clients who have concluded a valid Upgrade Contract.

1.37 Implementation Solution is any change or supplement of specific parts of the Application 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.

1.38 Log is an activity log in the HelpDesk application.

1.39 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 are billed separately.

1.40 ServiceDesk services are ServiceDesk services provided by the Provider of the Datalab PANTHEON and which the Client receives in accordance with the Special Terms of ServiceDesk services for the Application Datalab PANTHEON. They include support, assistance, maintenance, and implementation of new and unused features.

2. Activation of ServiceDesk Services for PANTHEON Services

2.1 The Client concludes a PANTHEON Service Agreement with the Operator 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 information provided to the Operator.

2.2 After concluding the PANTHEON Service Agreement, the Provider of ServiceDesk services gives the Client access to a special electronic form, which the Client receives to the e-mail address provided in the PANTHEON Service Agreement, where the Client accepts all provisions of the Special Terms of ServiceDesk services for the Application Datalab PANTHEON, which thereby become binding, by clicking the 'I Agree' button. 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 Special Terms of ServiceDesk services for the Application Datalab PANTHEON.

2.3 In order to be eligible for ServiceDesk Services, the Application Datalab PANTHEON must be in use based on the Special Terms of Use for the Application Datalab PANTHEON Permission to use ServiceDesk services is granted to the Client based on these Special Terms of ServiceDesk services for the Application Datalab PANTHEON only for the permitted number of Workstations, which is based on the Special Terms of Use for the Application Datalab PANTHEON.

3. Provision of Maintenance

3.1 The Provider of ServiceDesk services checks four times per year the Client's server system logs and rectifies any identified errors.

3.2 The Provider of ServiceDesk services installs Upgraded versions of the Application Datalab PANTHEON on the central server.

3.3 The Provider of ServiceDesk services checks once per month the status of the Client's Datalab PANTHEON database, sets up maintenance plans, monitors the transaction log, and ensures that the information system regularly creates backups.

3.4 The Provider of ServiceDesk services fixes errors in the functioning of the Application Datalab PANTHEON, for which it is determined that they were caused by incorrect use of the Application Datalab PANTHEON.

4. Provision of Support

4.1 Support is the assistance provided to the Client regarding the usage or operation of the Application Datalab PANTHEON, including error fixes.

4.2 Support is provided as defined in these Special Terms of ServiceDesk services for the Application Datalab PANTHEON.

5. Provision of Assistance

5.1 The Provider of ServiceDesk services trains people who have an employment or other contractual relationship with the Client regarding the use of the Application Datalab PANTHEON.

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

5.3 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 Application Datalab PANTHEON.

5.4 The Provider of ServiceDesk services advises the Client about the required configuration of hardware required to run the Application Datalab PANTHEON.

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

6. Implementation of New and Unused Features

6.1 The Provider of ServiceDesk services configures and adapts the Application Datalab PANTHEON according to the Client's needs within the scope of the standard functionality of the Application Datalab PANTHEON.

6.2 Upon the Client's request and against payment, the Provider of ServiceDesk services develops for the Client additional modules, reports, analyses, or forms for the Application Datalab PANTHEON.

6.3 Unless the Client and the Provider of ServiceDesk services agree otherwise, the Client is the sole holder for all intellectual property rights for new features that are developed on demand on behalf of the Client.

6.4 The Provider of ServiceDesk services will start carrying out the requested service from this Article no later than 20 working days after the activation of ServiceDesk services in accordance with section 2 of the Special Terms of ServiceDesk services for the Application Datalab PANTHEON.

7. Billing of ServiceDesk Services

7.1 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.

7.2 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 the business hours must be agreed upon in advance.

7.3 The Provider of ServiceDesk services is entitled to a reimbursement of travel costs and travel time if ServiceDesk services are provided on location.

7.4 The invoice for ServiceDesk services for the current month is issued by the Operator on a common invoice for the PANTHEON Service based on the PANTHEON Service Agreement.

8. Supervision and Coordination of ServiceDesk Services

8.1 The Provider of ServiceDesk services provides ServiceDesk services in the following ways:
- Remotely using HelpDesk application.
- Remotely with other internet-based technology; provided through an internet-based solution that is accessible at the User Site to the Client, the Provider of ServiceDesk services and Support Providers (using Windows Remote Desktop, Skype or similar solutions).

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 services 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 24 (twenty-four) hours a day, 7 (seven) days a week at the free telephone number +386 80 1000 or VIP telephone number +386 80 2116. The Client shall provide a special ID number that they receive from the Operator;
- Remotely by email by sending an e-mail to podpora@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.

8.2.　　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.

8.3.　　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 Application Datalab PANTHEON.

8.4.　　The Provider of ServiceDesk services and the Client may view the log and its analyses at any time.

8.5.　　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 until the third day of the month for items that were entered into the log in the previous month.

9. Error Reporting and Response Times for Fixing Errors

9.1 An error is considered as reported only if the Client used the HelpDesk Application to communicate it to the Provider of ServiceDesk services.

9.2 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.

9.3 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.

9.4 The Provider of ServiceDesk services and the Client must both agree whether an Error is Critical or Non-Critical as specified in items 9.2 and 9.3 above. If a consensus cannot be reached, the decision of the Provider of ServiceDesk services stands.

10. General Obligations of the Client in Relation to ServiceDesk Services

10.1 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 information, and complete certain tasks within agreed upon deadlines.

10.2 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 Application Datalab PANTHEON.

10.3 The Client shall handle its data with due care. The Client shall ensure that data is correct and current.

10.4 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 Application 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.

11. General Obligations of the Provider of ServiceDesk Services in relation to ServiceDesk Services

11.1 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.

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

11.3 Where these Special Terms of ServiceDesk services for the Application 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 Special Terms of ServiceDesk services for the Application Datalab PANTHEON.

12. Exclusion of Liability of the Provider of the ServiceDesk Services

12.1 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 Special Terms of ServiceDesk services for the Application 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.

12.2 The total liability of the Provider of ServiceDesk services is in no case higher than 1 (one) monthly subscription in the last 3 months before the damages claim, excluding default interest and taking into account only minimal legal limitation of exclusion of liability.

13. Termination of ServiceDesk Services

13.1 If the Client violates any terms of the Special Terms of ServiceDesk services for the Application Datalab PANTHEON or the PANTHEON Service Agreement, the Provider of ServiceDesk services may stop providing ServiceDesk services until the violation ceases.

13.2 A violation of the Special Terms of ServiceDesk services for the Application Datalab PANTHEON is also regarded as a violation of the PANTHEON Service Agreement.

14. Contractual Processing of Personal Data

14.1 Because 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 Datalab PANTHEON software, 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, this Article defines the rights and obligations of the Client and the Provider of ServiceDesk services pertaining to the aforementioned personal data.

14.2 The Provider of ServiceDesk services performs the processing of personal data from paragraph 14.1 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.

14.3 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 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 ServiceDesk services will ensure that its employees and other persons processing personal data from paragraph 14.1 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.

14.4 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 Special Terms of ServiceDesk services, 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 in writing 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.

14.5 The Provider of ServiceDesk services shall not copy and store personal data from paragraph 14.1, except when that is inevitable for the provision of ServiceDesk services and only for the required duration. Thereafter, the copy of the personal data must be effectively and irrevocably erased.

14.6 The Provider of ServiceDesk services logs all personal data processing activities for each Client in accordance with the provisions of Article 30 of the General Data Protection Regulation.

14.7 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.

14.8 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 14.1.

14.9 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 14.1 relate. The Provider of ServiceDesk services does not guarantee the Client any technical and organizational measures in relation to that.

14.10 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.

14.11 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 14.1. 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.

14.12. Services listed in paragraphs from (including) 14.8 to (including) 14.11 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 Services and Support Price List), including the listed terms.

15. Final provisions

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

15.2 The Client shall keep confidential trade secrets related to the Provider of ServiceDesk services as defined by the Companies Act of the Republic of Slovenia for 3 (three) years after the PANTHEON Service Agreement has ended, including other confidential information that they learned for the duration of the PANTHEON Service Agreement.

15.3 The Client may not transfer any rights or obligations arising from the Special Terms of ServiceDesk services for the Application Datalab PANTHEON in whole or any individual right of the Special Terms of

ServiceDesk services for the Application Datalab PANTHEON to third parties without written permission of the Provider of ServiceDesk services.

15.4 If any of the provisions of these Special Terms for the ServiceDesk services for the Application Datalab PANTHEON might prove to be void, other provisions are not affected and remain effective.

15.5 The Special Terms of ServiceDesk services for the Application Datalab PANTHEON are all terms for the use of ServiceDesk Services and they replace any other agreements about ServiceDesk services, except if the Special Terms of ServiceDesk services for the Application Datalab PANTHEON define that they are supplemented by other agreements or documents.

15.6 The Client agrees that the Provider of ServiceDesk services or a Support Provider may use information that was acquired when carrying out the Special Terms of ServiceDesk services for the Application 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 Application Datalab PANTHEON 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 Personal Data Protection Act of the Republic of Slovenia 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.

15.7 A court in Ljubljana with proper jurisdiction over the subject matter in question has jurisdiction over any dispute arising from the Special Terms of ServiceDesk services for the Application Datalab PANTHEON. The law of the Republic of Slovenia applies.

Effective as of: 25 May 2018