SPECIAL TERMS OF USE FOR LOCAL eDOCUMENTATION SERVICES

General provisions

1. Special Terms of Use (hereinafter referred to as the STU) for Local eDocumentation services define the rights and obligations of DATALAB SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717, as the Provider of the Local eDocumentation services, as well as the method and terms of use thereof.

2. The Client uses the Datalab PANTHEON™ software suite (hereinafter referred to as the Application) and will use the services specified in the STU exclusively with respect to the Application.

3. Client is a legal person who concludes a valid Subscription Agreement with the Provider for the use of services under the STU.

4. Representative User is a natural person or an authorized computer user of the Client who manages the Local eDocumentation. At the same time, the Representative User is designated by the STU as the primary contact person of the Client to be informed by the Provider of all matters arising from the STU, via the e-mail address entered by the Representative User.

5. Local eDocumentation is a warehouse of all appropriately stored documents used in the company from the Application that the user does not want to lose.

6. Local eDocumentation is an additional billable service.

7. The Representative User operates the Local eDocumentation in the Client's name in accordance with the Provider's instructions and has accepted the terms and conditions of use thereof. The manner of use of the Documentation is described in the Application's user manual and is not part of the STU.

8. The use of the services referred to in the STU is billed to the Client in accordance with the Provider's price list in force at the relevant time.

9. Subscription Agreement is the agreement between the Provider and the Client for the use of the services referred to in the STU. The Subscription Agreement is concluded for an indefinite period of time, defined in the contents of the Client's chosen package.

10. The Client is billed the monthly fee for the selected package for the Local eDocumentation service, in accordance with the valid price list.

11. For users of local PANTHEON licenses, the term period of each new subscription for eBusiness services is synchronized with the date of the first subscription for other eBusiness services. The Client, who is a user of a local PANTHEON license, receives a monthly invoice for the eBusiness service in accordance with the valid price list.

12. The Local eDocumentation service includes transaction space for up to 10 GB of stored documents. A larger amount of transactional document storage space is subject to a surcharge in accordance with the valid price list. The amount is linked to the amount of document storage space of the PANTHEON user and in this sense the number of individual databases does not affect the price of the package.

Obligations of the Provider

13. The Provider shall provide the Local eDocumentation service for the duration of the Subscription Agreement.

14. The Provider shall make the Local eDocumentation accessible whenever the Client requests during the term of the Subscription Agreement, provided that the Client has not deleted the Local eDocumentation in question on its own.

15. The Provider facilitates the electronic services referred to in the STU in accordance with the provisions of the Electronic Business and Electronic Signature Act and the Personal Data Protection Act.

16. The Provider undertakes to facilitate the electronic services in accordance with the STU as a good professional.

17. The Provider shall invoice the Client on a regular basis for the services facilitated under the Subscription Agreement. The Provider charges for the services facilitated in accordance with the price list currently in force, the billing period being linked to the type of the Subscription Agreement and the price list in force. If the Client does not receive an invoice for the services facilitated in the preceding period by the fifteenth (15th) day after the end of the billing period, the Client shall immediately inform the Provider thereof. The Client may dispute the invoice within a period of eight (8) days after its receipt.

18. The Provider reserves the right to modify the individual parameters set out in the STU or to terminate any or all of the electronic services resulting from the Subscription Agreement for technological, legal or economic reasons, and undertakes to inform the Client thereof at least ninety (90) days in advance.

19. When the Application is launched for the first time after the service activation, the Provider offers the Client the possibility to install a separate SQL database on the Client's own server, where the Client will store the documents.

Obligations of the Client

20. The Client must be using Application version 10.0.20.30 or higher and have the appropriate PANTHEON settings to perform the eDocumentation services under the STU.

21. The Client is solely responsible for establishing security policies regarding the eDocumentation, such as the retention period of the eDocuments and the procedure of deleting the eDocuments from Provider's archives.

22. The Client ensures the safe and secure storage of the Local eDocumentation data on the Client's own disk space for the duration of the Subscription Agreement within the scope of the service.

23. The Client is solely responsible for the management of the Local eDocumentation and the data space occupied by it. The Representative User shall provide sufficient space in the eDocumentation to store the eDocumentation uninterrupted according to its data protection policy. The Client shall provide the appropriate software and hardware for the operation of the Local eDocumentation.

24. Within the classification plan in the Application, the Client determines which types of eDocuments the Client wants to store in the Local eDocumentation.

25. The Client views and regulates the use of the space where the eDocumentation is stored, views and regulates the eDocumentation and regulates the rights (adds and removes) of the Representative User via the Application. The Subscription Agreement is regulated via the Datalab UserSite portal. (https://usersite.datalab.eu).

26. The Client shall install the Application version 10.0.20.30 or higher, which supports the Local eDocumentation and its storage. In the event of technical changes to either the Application or the Client's service, the Client shall install an update to the Application that addresses the changes in question.

27. The Representative User who first registers for the Client acquires the role of administrator, who may authorize other Representative Users to use the electronic services arising from the Client's electronic

services in order to use them on the Client's behalf and on the Client's account, whereby the administrator may delegate the administrator's authority to another Representative User.

28. The Client shall settle the liabilities arising from the Subscription Agreement, which are charged by the Provider, within the time period specified on the invoice. In the event of late payment, the Provider may charge the Client statutory interest on late payment.

Termination of services

29. A Client who has settled all outstanding debts to the Provider may terminate the Subscription Agreement via the Datalab UserSite portal (https://usersite.datalab.eu) or by giving one (1) month's written notice to the other party, commencing on the first day of the month following the date of service of the notice to the Provider. The change shall be taken into account in the first subsequent billing of the service.

30. The Provider may temporarily disable the Client's use of the paid electronic services under the Subscription Agreement in the following cases:
    a. If the Client does not comply with the provisions of the Subscription Agreement and/or the provisions of the STU.
    b. If the Client fails to pay the outstanding debts within 15 days after receiving a reminder.

31. The Provider may terminate and disconnect the service immediately in the event that:

    a. The Client is in gross violation of the licensing rules for the use of the Application and other related services.
    b. The Client fails to pay its liabilities to the Provider and fails to pay its liabilities to the Provider within 30 days of receiving a reminder.

32. The Client shall export all documents from the local eDocumentation by the expiry of the notice period.

Exclusion of liability

33. The Provider is not liable for the content of the stored Local eDocumentation nor for any damages that may be caused to the Client and/or to third parties as a result of the content of the Local eDocumentation.

34. The Provider is not liable for any damage incurred by the Client, the Representative User or any third party as a result of the non-functioning or malfunctioning of the electronic services of the Subscription Agreement.

35. The Provider is not liable for damages incurred by the Client or any third party as a result of force majeure or changes in the law, compliance with a decision of any competent authority, or for any other reason which the Provider could not have foreseen, remedied or avoided.

36. The Client of the electronic services is not entitled to any damages in the event of temporary or permanent announced discontinuation of the electronic services in the event of any damage. Nor is the Provider entitled to any damages in the event that the Provider terminates the Subscription Agreement due to the fault of the Client.

Data collection and protection

37. The Provider and its subcontractor(s), if any, have an established and documented information security management system. The operation of the information security management system is based on a risk assessment carried out, which is the basis for selecting appropriate security measures and controls. All IT procurement, development and maintenance procedures are conducted by the Provider in accordance with national and international standards.

38. The Provider shall undertake to process the sensitive data to which it has access for the purpose of providing the electronic services under the Subscription Agreement in accordance with the Personal Data Protection Act.

Sensitive data shall be deemed to be all documents exchanged, as well as any other information or documents expressly designated as such by the Client or for which the applicable regulations so provide.

39. In order to verify the authenticity of the information provided at the time of registration and/or subsequently amended, the Provider may verify the accuracy of such information with any authority, institution, employer, bank or other personal data controller.

40. The Provider may collect and process non-sensitive data relating to the performance of the Subscription Agreement service without restriction and may use such data for the purpose of monitoring, measuring or improving the performance of the service or for other business purposes.

41. The Provider may use the anonymized and/or aggregated non-sensitive data on the performance from the service of the Subscription Agreement for its own analyses of the performance of these services, and may publish and/or disclose such data to third parties.

Final provisions

42. The Client shall communicate immediately, or at the latest within 8 days, any change in the Client's data relating to the services provided in the Subscription Agreement. The Client shall provide documents showing the changed data or conditions. Until notification is received, the Client's existing data shall be deemed to be accurate and complete. In the event of late notification, the Client shall bear all the consequences of late notification. If the Client fails to notify the change of data and the Provider becomes aware of the change by other means, the Provider may immediately terminate the Subscription Agreement.

43. The Provider may at any time modify the STU, the offer and the prices of the services in accordance with the applicable regulations. The Provider shall notify the Client of all amendments and modifications at least ninety (90) days prior to the effective date by publication or by notice to the Client. The Client shall be deemed to have accepted the amendments and modifications if the Client continues to use the services after the publication of the amendments and modifications. The Provider shall notify the Client of any changes to the price list at least thirty (30) days before the new price list or the change in the method of charging becomes effective.

44. All disputes shall be settled amicably between the Subscription Agreement parties. If that is not be possible, the court in Ljubljana with proper jurisdiction for the settlement of disputes in question will resolve the dispute, in which case the law of the Republic of Slovenia applies.

45. The STU is effective as of 20 August 2020 and is publicly available on the Provider's website.