SPECIAL TERMS OF USE FOR BACKUP SERVICES

General provisions

1. The Special Terms and Conditions for the use of the Backup services (hereinafter referred to as the STU) define the rights and obligations of DATALAB SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717, as the Provider of backup services, and the manner and conditions 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. The Client is a legal person who concludes a valid subscription agreement with the Provider for the use of the service under the STU.

4. Representative User is a natural person or an authorized computer user of the Client who manages the B ackup. The Representative User is also designated by the STU as the primary contact person for the Client, whom the Provider shall notify of all matters arising from the STU via the email address entered by the Representative User.

5. Backup is a duplicate of data from the Application that the user does not want to lose.

6. Backup is an additional billable service.

7. The Representative User has prepared a Backup for the Client in accordance with the Provider's instructions and has accepted the terms of use for it. The method of use of the Backup is described in the Application's user manual and is not part of the STU.

8. Backup is an additional service that is billed to the Client in accordance with the Provider's valid price list, which is published on the Provider's website.

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 selected package is automatically upgraded to the next package if the purchased storage space of the existing package does not meet the requirements of the additional Backup, which means that there is not enough purchased storage space in the existing package for the additional Backup. The package change is charged in accordance with the valid price list.

11. For Backup services, the price of the selected package is based on the amount of space used by the PANTHEON user and therefore the number of individual databases does not affect the price of the package.

Obligations of the provider

12. The Provider shall provide the Backup service and securely store the Backup within the scope of the purchased gigabytes of Backup for the duration of the subscription agreement. The Backup is stored securely in such a way that it is possible to restore data for the last 7 days, the last four Fridays of the month, and the last 12 months of the last year.

13. For the duration of the subscription agreement, the Provider must allow access to the Backup whenever the Client so requests, provided that the Client has not deleted the Backup in question.

14. For the duration of the subscription agreement, the Provider shall ensure the secure and reliable storage of Backup on its disk space as part of the service. When the Provider receives a Backup from the Application via a secure (https) protocol, it stores it in a designated disk space, which is also backed up daily to the backup copies of this disk subsystem. The Provider does not offer versioned storage of the

Backup – a file (backup) with the same name will replace the previous file, so that previous files with the same name can no longer be restored. The Application does not allow the same naming of Backups, but will name each Backup it creates with the prefix of the database name and a time stamp.

15. In most countries, the Provider provides local storage of the backup, especially if the country is subject to a ban on the export of personal data. The Provider publishes an overview of storage locations on its website at www.datalab.si.

16. After successfully performing the Backup, the Provider shall notify the Client within the Application that the Backup has been successfully performed and stored in the Provider's system. If the Backup was not successfully performed, the Provider shall also notify the Client that the backup was not successful and return the code and/or description of the error that caused the backup to fail.

17. The Provider provides electronic services under the STU in accordance with the provisions of the Electronic Business and Electronic Signature Act and the Personal Data Protection Act.

18. The Provider shall perform electronic services in accordance with the STU as a good professional.

19. The Provider shall regularly issue invoices to the Client for services provided under the Subscription Agreement. The Client may dispute an invoice within eight (8) days of its receipt.

20. The Provider reserves the right to change individual parameters of the STU or to terminate individual or all electronic services arising from the Subscription Agreement for technological, legal, or economic reasons, whereby the Provider shall notify the Client thereof at least thirty (30) days in advance.

Obligations of the Client

21. The Client must use the Application version 10.0.12.30 or higher. The Representative User must have the appropriate rights (Administrator Console | Database) assigned on the Application.

22. The Client is solely responsible for determining security policies regarding Backups, such as the frequency of Backup creation, the storage period for Backups, and the procedure for deleting Backups from the Provider's archive.

23. The Client is solely responsible for verifying the successful storage of the Backup and must respond to any notification in the event that the Backup could not be successfully stored in the archive.

24. The Client is solely responsible for managing the archive and the data space it occupies. The Representative User shall ensure sufficient space in the archive for the uninterrupted storage of Backups in accordance with its data protection policy.

25. The Customer creates the Backup by itself. This can be done manually in the Application itself or via the Windows Task Scheduler, which launches the Application, which then creates the Backup and transfers it to the Provider for storage.

26. The Client uses the Application to monitor the archiving history and the status of their Backup archive (reviewing and deleting Backups) and to add and revoke rights for the Representative User. The subscription agreement is managed via the Datalab UserSite portal (https://usersite.datalab.eu).

27. Restoring the database from the Backup back to the Application is only possible within the Application under a new database name. If the Client wants to restore data to an existing database, they must do so themselves using the appropriate database server administration tools.

28. The Client shall install a version of the Application that supports Backup. In the event of technical changes to either the Application or the service provided under the Subscription Agreement, the Client shall install an update to the Application that addresses the relevant changes.

29. 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 Subscription

Agreement, to use these electronic services on behalf of and for the account of the Client, whereby the administrator may transfer the administrative powers to another Representative User.

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

Termination of service

31. The Client who has settled all outstanding liabilities to the Provider may terminate the subscription agreement via the Datalab UserSite portal (https://usersite. datalab.eu) or by a written notice to the other party with a one (1) month notice period, which starts on the first day of the month following the delivery of the notice to the Provider. The termination of the subscription agreement shall take effect with the first billing period following the expiry of the period specified in this Article.

32. The Provider may temporarily disable the Client's use of paid electronic services under the Subscription Agreement in the following cases:

    a. if the Client fails to comply with the provisions of the Subscription Agreement and/or the provisions of the STU.
    b. If the Client fails to settle outstanding liabilities within 15 days of receiving a reminder.

33. The Provider may immediately terminate the Contract and disconnect the service if:

    a. The Client is in gross breach of the license agreement 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.

34. In any event, the Provider notifies the Client in writing of the termination of the Contract and invites the Client to transfer its Backups via the administration console in PANTHEON within thirty (30) days of receiving the notification. Upon expiry of this period, the Provider shall permanently and irretrievably destroy all Backups.

Exclusion of Liability

35. The Provider is not liable for the content of the sent Backups nor for any damages that may be caused to the Client and/or to third parties as a result of the content of the Backups.

36. The Provider shall not be liable for any damage incurred by the Client, Representative User, or any third party due to the malfunction of the electronic services of the Subscription Agreement.

37. The Provider shall not be liable for any damage incurred by the Client or any third party due to force majeure or changes in legislation, compliance with the decision of any competent authority, or other reasons that the Provider could not have foreseen, remedied, or avoided.

38. The Client of electronic services under the Subscription Agreement is not entitled to compensation for any damage in the event of a temporary or permanent announced termination of electronic services. Likewise, the Client shall not be entitled to compensation for any damages in the event that the Provider terminates the Subscription Agreement.

Data collection and protection

39. The Provider and its potential subcontractors have established and documented a data protection management system. The operation of the data protection management system is based on a risk assessment, which forms the basis for the selection of appropriate security measures and controls. All

procedures for the procurement, development, and maintenance of data technology are managed by the Provider in accordance with national and international standards.

40. The Provider shall process sensitive data to which it has access due to the provision of electronic services under the Subscription Agreement in accordance with the Personal Data Protection Act. Sensitive data includes all exchanged Documents and all other information or documents that the Client expressly designates as such or that are designated as such by applicable regulations.

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

42. The Provider may collect and process non-sensitive data relating to the operation of the Subscription Agreement service without restriction and may use it to monitor, measure, or improve the operation of the service or for other business purposes.

43. The Provider may use anonymized and/or aggregated non-sensitive data concerning the operation of the Subscription Agreement service for its own analyses of the operation of these services and may publish and/or disclose them to third parties.

Final provisions

44. 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

45. The Provider may change the STU, offer, and prices of services at any time in accordance with applicable regulations. The Provider shall notify Clients of all modifications and amendments at least thirty (30) days prior to their entry into force by means of a publication or notification to the Client. The Client shall be deemed to have agreed to the modifications and amendments if they continue to use the services after their publication. The Provider shall notify the Client of any changes to the price list at least thirty (30) days before the new price list or change in the billing method takes effect.

46. The Provider and the Client agree not to challenge the legal effect, admissibility, validity, or enforceability of the STU (including, but not limited to, any modification or amendment to the STU) if a) an electronic signature or electronic record (including PDF scan, etc.), b) the electronic signature was stored exclusively in electronic form or communicated in electronic form.

47. All disputes between the parties of the Subscription Agreement shall be resolved by mutual agreement. If this is not possible, the court in Ljubljana shall have jurisdiction to resolve disputes, and the law of the Republic of Slovenia shall apply.

48. The STU are valid from 1 July 2025 and shall be published on the Provider's website.