

## SPECIAL TERMS OF USE FOR PANTHEON GRANULES SERVICES

### General provisions

1. Special Terms of Use (hereinafter referred to as the STU) for PANTHEON Granules 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 Granules Services, and the manner and conditions of use thereof.
2. Provider of the Datalab PANTHEON™ Software Suite (hereinafter referred to as the Application) is Datalab SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717.
3. Client is a legal entity that concludes a valid Subscription Agreement with the Provider for the use of the services under the STU. Client uses the Datalab PANTHEON™ Software Suite (Application) and will use the services under the STU exclusively in connection with the Application.
4. Representative User is a natural person or authorized computer user of the Client who manages PANTHEON Granules. The Representative User is also designated by the STU as the primary contact person of the Client, whom the Provider shall notify of all matters arising from the STU via the email address provided by the Representative User.
5. PANTHEON Granules are an additional, paid service that enables the activation of specific Application features. Granules are licensed per named user and are linked to each database separately.
6. The Representative User of the Client manages the Granules in accordance with the Provider's instructions and has accepted the terms of use for them. The method of use of the Granules is described in the instructions for use of the Application and is not part of the STU.
7. The use of services from the STU shall be billed to the Client in accordance with the Provider's valid price list, published on the Provider's website: <https://www.datalab.si/cenik-dodatnih-storitev/>.
8. By accepting the STU, the Client declares to accept the version of the STU in force at any time, as published on the Provider's website.
9. Subscription Agreement is the relationship between the Provider and the Client for the use of the services under the STU. The Subscription Agreement is concluded for an indefinite period and allows the Client to change the number of activated Granules at any time and at will via the UserSite portal. Changes to the number of Granules take effect immediately when the Client refreshes the Granules in the PANTHEON Administration Panel, which allows them to immediately assign an additional granule to a new user or remove it if necessary. The maximum total number of simultaneously activated Granules in a given billing month is taken into account for billing purposes.

### Obligations of the Provider

10. The Provider's obligation is to provide the PANTHEON Granules Services for the duration of the Subscription Agreement, in accordance with the terms set forth in the STU.
11. The Provider guarantees the availability of the service provided that the Client has activated the eDocumentation service and has a valid Upgrade Contract, and that all financial liabilities owed to the Provider have been settled in a timely manner.

12. The Provider provides electronic services under the STU in accordance with the provisions of the Electronic Business and Electronic Signature Act, the Personal Data Protection Act, and the Personal Data Protection Policy published on the Provider's website.
13. The Provider shall perform the electronic services in accordance with the STU as a good professional.
14. The Provider shall issue invoices to the Client for services provided under the Subscription Agreement. The Provider bills for the services provided in accordance with the valid price list, whereby the billing period is linked to the Subscription Agreement and the valid price list.
15. 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 is bound to notify the Client thereof at least thirty (30) days in advance.

#### **Obligations of the Client**

16. The Client must install the version of the Application that supports PANTHEON Granules. In the event of technical changes to either the Application or the Subscription Agreement service, the Client must install the Application update that addresses the relevant changes. The Client is also obliged to provide all necessary infrastructure, including a computer and an appropriate connection, and to perform all other necessary activities (including, but not limited to: upgrades, patches, updates, maintenance packages, and servicing) that will enable the uninterrupted provision of services under the STU.
17. The Client independently selects, orders, and manages individual Granules via the Provider's Datalab UserSite portal (<https://usersite.datalab.eu>).
18. Representative User, who first registers for the Client acquires the role of administrator, who may authorize other Representative Users to use and manage these services on behalf of and for the account of the Client for the use of services arising from the Subscription Agreement, whereby the administrator may transfer the administrative powers to another Representative User.
19. 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.
20. The Client is also obliged to settle in a timely manner any liabilities arising from the eDocumentation, PANTHEON Cloud, and/or Upgrade Contract, which is a condition for the smooth operation of PANTHEON Granules Services.

#### **Termination of services**

21. There is no cancellation period for the PANTHEON Granules Services. The Client may independently reduce the number of active Granules or remove them entirely at any time via the UserSite portal. The change takes effect immediately after refreshing the Granules in the PANTHEON Administration Panel and is taken into account in the next monthly billing, in accordance with the maximum number of Granules activated at the same time in a given month.
22. The Provider may temporarily disable the Client's use of paid 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 their liabilities arising from the eDocumentation, PANTHEON Cloud, and/or Upgrade Contract.
23. The Provider may terminate and disconnect the service with immediate effect in any of the following cases:
- a. The Client grossly violates the rules of use of the Application and other related services of the Provider.
  - b. The Client does not settle the outstanding liabilities to the Provider and does not settle them to the Provider within three (3) months after the liabilities arise.

Termination or temporary cancellation (Articles 22 and 23) shall not affect the Client's obligation to settle all outstanding liabilities for the PANTHEON Granules service until the date of termination of the service. If the service is temporarily cancelled due to a breach of obligations by the Client, the service will still be billed for the entire period of temporary cancellation.

#### **Exclusion of liability**

24. The Provider shall not be liable for the content of the documentation stored or processed by the Client or Representative Users within individual Granules, nor for any damage that may be caused to the Client, Representative User or third parties.
25. The Provider, subject to the minimum legal limitations of exclusion of liability, shall not be liable for any type of damage incurred by the Client, Representative User or any third party may incur due to the malfunction, inability to use the services of the Subscription Agreement or any changes or adjustments to the service, including related additional applications, made by the Client or a third party. For the avoidance of doubt, the types of damage referred to in the previous paragraph include, but are not limited to: reduction of assets (ordinary damage), prevention of asset growth (lost profits), causing physical or mental pain or fear, and damage to the reputation of a legal entity (non-pecuniary damage).
26. 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.
27. In the event of a temporary or permanent announced termination of electronic services, the Client of the services from the Subscription Agreement is not entitled to compensation for any damages. Likewise, the Client shall not be entitled to compensation for any damages in the event that the Provider terminates the Subscription Agreement due to the Client's fault.

#### **Data collection and protection**

28. The Provider and its potential subcontractors have established and documented an information security management system. The operation of the information security 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 information technology are managed by the Provider in accordance with national and international standards.
29. The Provider agrees to process sensitive data to which it has access due to the performance of services under the Subscription Agreement in accordance with the Personal Data Protection Act and the applicable Personal Data Protection Policy. 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.
30. In order to verify the authenticity of the data provided during registration and/or subsequently modified, the Provider may verify the authenticity of such data with any authority, institution, employer, bank, or other personal data controller.

31. The Provider may collect and process non-sensitive data relating to the operation of the Subscription Agreement without restriction and may use it to monitor, measure, or improve the operation of the service or for other business purposes.
32. The Provider may use anonymized and/or aggregated non-sensitive data on the operation of the Subscription Agreement service for its own analysis of the operation of these services and may publish and/or disclose them to third parties.

**Final provisions**

33. The Client is obliged to immediately, and at the latest within 8 days, notify any change in their data relating to the services under the Subscription Agreement. The Client is obliged to submit documents showing the changed data or conditions. Until such notification is received, the Client's existing data shall be deemed accurate and complete, for which the Client shall bear full responsibility. In the event of late notification, all consequences of late notification shall be borne by the Client. If the Client fails to notify the Provider of changes to the data and the Provider discovers them by other means, the Provider may immediately terminate the Subscription Agreement.
34. The Provider may change the STU, offer, and prices of services at any time. The Provider shall notify Clients of all additions and changes at least thirty (30) days before they take effect by publishing them or notifying the Client. The Client shall be deemed to have agreed to the changes and amendments if they continue to use the services after their publication.
35. 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 amendment or supplement 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.
36. All disputes shall be settled amicably by the parties of the Subscription Agreement. If this is not possible, the court in Ljubljana shall have jurisdiction to settle disputes, and the law of the Republic of Slovenia shall apply.
37. The STU are valid from 1 July 2025 and are publicly available on the Provider's website.