SPECIAL TERMS OF USE FOR eMESSAGES SERVICES

General provisions

1. Special Terms of Use for eMessages 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 eMessages, 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. Client is a legal person, the holder of the Application, who concludes a valid subscription agreement with the Provider for the use of the service under the STU.

4. Contractor is a legal person with whom the Provider has a contractual agreement for the provision of eMessages services.

5. Representative User is a natural person or an authorized computer user of the Client who manages eMessages. The Representative User is hereby designated 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.

6. By placing an order for the eMessages service in PANTHEON or on the Datalab UserSite and confirming that they are familiar with the STU, the Representative User concludes a subscription agreement under the STU.

7. The Term for using eMessages is a valid and timely paid Upgrade Contract and activated eDocumentation service.

8. The eMessages service includes sending SMS and Viber messages. These services are provided by the Contractors.

9. eMessages is an additional billable service that is billed to the Client in accordance with the Provider's valid price list, published on the Provider's website. The billing method is the same for users of local PANTHEON licenses and PANTHEON Cloud.

10. The Representative User manages eMessages for the Client in accordance with the Provider's instructions. The method of using eMessages is described in the Application's user manual and is not part of the STU.

11. Subscription Agreement is the agreement between the Provider and the Client for the use of services under the STU, which is concluded for an indefinite period of time, commencing upon activation of the service.

Obligations of the provider

12. The Provider shall provide the eMessages service, which enables the sending of SMS and Viber messages in accordance with the selected package and the terms set forth in the STU.

13. The Provider guarantees the availability of the service provided that the Client has activated the eDocumentation service and that all financial liabilities to the Provider have been fulfilled in a timely manner.

14. 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.

15. The Provider shall provide the services in accordance with the STU as a good professional.

16. The Provider shall issue the Client a preliminary invoice for the first month of service use in accordance with the selected eMessages service package, which must contain the exact amount and specification of services included in the package, and after the Client has settled the bill, activate the eMessages service.

17. The Provider bills for services provided in accordance with the valid price list published on the Provider's website.

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

Obligations of the Client

19. The Client must use the Application from the version published in the user manual for the eMessages service and have the appropriate PANTHEON settings for the implementation of eDocumentation services, which is a condition for the use of eMessages services under the STU.

20. The Client is responsible for paying the preliminary invoice within the agreed period, otherwise the service will not be activated. The Client shall also settle all liabilities arising from the eMessages service within the agreed period.

21. The Client monitors and manages the use of the eMessages service via the Application, reviews and edits sent messages, and manages the rights (adding and revoking them) of Representative Users to access and use the eMessages service.

22. The Client shall install a version of the Application that supports eMessages. In the event of technical changes to either the Application or the service of the Subscription Agreement, the Client shall install an update to the Application that addresses the relevant changes. The Client shall also provide all necessary infrastructure, including a computer and an appropriate connection, and perform all other necessary activities (including, but not limited to: upgrades, bug fixes, updates, maintenance packages, and servicing) that will enable the uninterrupted provision of services under the STU.

23. The Client must provide the services and assistance of its personnel necessary for the fulfillment of the obligations specified in the STU in a timely manner, in particular the provision of specific information necessary for the performance of the services (e.g., technical requirements, plans, etc.). the cooperation of the Client's management when necessary for the fulfillment of obligations and the fulfillment of other obligations specified in the STU or specifically required for the smooth performance of services.

24. The Client is fully responsible for the content of messages sent via the Application and must ensure that the use of the Application does not conflict with applicable law or the rights of third parties. The Client may not use the eMessages services to transmit any material, including message content, for any purpose that could:

    • Disturb anyone or cause harm or damage to persons or property.

    • Cause the publication of any material that is untrue, defamatory, inflammatory, or inappropriate.

    • Violate privacy rights or promotes intolerance, racism, hatred, or incites violence.

    • Constitute an infringement of intellectual property rights or other proprietary rights.

    • Violate applicable law in any way.

    The Client shall also send commercial messages to its Users via the Viber service exclusively between 9 a.m. and 8 p.m. local time.

25. The Client shall establish and maintain a database of its customers who have given their valid consent to receive messages via the Viber application.

26. When using eMessages services, the Client shall comply with the following obligations:

    • Messages may only be sent to users who have expressly consented to receiving messages from the Client, have not revoked this consent, and are of legal age to receive such messages in accordance with applicable law.

    • When sending messages, the Client must comply with all relevant applicable laws and regulations and ensure that the content of the messages complies with legal requirements.

    • All messages must be sent in accordance with Viber's guidelines for business messages.

    • The Client may not allow any third party to use its channel for the transmission of messages.

    • The Client may not use the verified channel for messaging to promote, mention, or send invitations to competing messaging platforms or applications.

27. The Client shall undertake to assume full responsibility for the content of messages sent in the event of proceedings being brought before a judicial or other competent authority, and shall compensate the Provider for any damage caused by the content sent.

28. The Client shall provide all information (registration documentation, relevant contact details of the employee/department, and any other relevant reasonable information) requested by the Contractor in connection with the handling of complaints regarding unsolicited mail (messages sent to a user who has not given their consent or messages that violate the Viber Business Messaging Guidelines). The Client must ensure the accuracy and completeness of the data provided and submit it within a reasonable time frame as determined by the Contractor.

29. The Client shall not copy, reproduce, distribute, transfer, display, post, or transmit any part of the Application in any form, nor shall it allow third parties to access any part of the Application in any way. The Client shall also not modify, disassemble, or reverse engineer any part of the Application, or remove or alter any program labels or any notices of the Contractor or Viber.

30. A Representative User who concludes a subscription agreement for the Client acquires the role of administrator and may authorize other users to use these electronic services on behalf of and for the account of the Client, whereby the administrator may transfer the administrator's powers to another Representative User.

31. The Client shall settle all liabilities arising from the eDocumentation services and/or the Upgrade Contract in a timely manner, which constitutes a condition for the uninterrupted operation of the eMessages service.

32. The Client shall be liable to compensate the Provider in full in the event that the Provider receives a claim for contractual damages from the Contractor due to an incident of unwanted mail (as defined above). The Client shall be liable to compensate this damage in the amount of €5,000.00 within 3 days of receiving the PROVIDER's request for compensation.

33. If the Client breaches the STU, the Provider is entitled to compensation for all damages incurred as a result of the breach.

Termination of service

34. The Client and the Provider have the right to withdraw from this subscription agreement at any time without cause, with one (1) month's notice, which shall commence on the first day of the month following receipt of written notice of termination.

35. In the event of termination of the License Agreement for the Datalab PANTHEON Software Suite, the Upgrade Contract for the Datalab PANTHEON Software Suite, or the Special Terms of Use for the Datalab PANTHEON Application in the Cloud environment for any reason, the STU shall also automatically terminate.

36. Since the Term for using eMessages is that the eDocumentation service is activated, the provisions of the Special Terms of Use for the eDocumentation Services – Local Licenses or the provisions of the Special Terms of Use for the eDocumentation Services – Cloud shall apply mutatis mutandis to the termination of the eMessges service.

37. The Provider may temporarily disable the Client's use of paid services under the Subscription Agreement also in the event that the Client fails to comply with the provisions of the Subscription Agreement and/or the provisions of the STU.

38. In the event that the Client breaches any obligation relating to the manner of use of the Application or the content sent via the eMessages service, the Provider shall be entitled to discontinue the provision of the service that is the subject of this agreement without prior notice and to terminate the agreement without notice.

39. The Provider has the right to immediately terminate and disconnect the service even if the Client, who was granted access to the service prior to payment of the preliminary invoice, fails to settle the invoice within the specified period.

40. The Client agrees and accepts that the Provider has the right to refuse or terminate any service under the Subscription Agreement at its own discretion, without prior notice and for any reason. The Client further agrees and accepts that the Provider may independently and without explanation decide not to allow the use of the service or may disable it at any time. Any suspension of the service for the Client may result in the termination of this agreement without notice by the Provider.

41. Cancellation or temporary termination does not affect the Client's obligation to settle all liabilities for the eMessages service until the date of termination of the service. If the service is temporarily terminated due to a

breach of obligations by the Client, the service is nevertheless billed for the entire period of temporary termination.

Exclusion of Liability

42. The Provider shall not be liable for any messages sent or received by the Client, nor for their content or any damage that such messages or their content may cause to the Client, the Representative User, or third parties.

43. The Provider reserves the right, but is not obligated, to remove or disable the sending of Viber messages whose content violates the restrictions prescribed by law or Viber's terms of service. The Provider assumes no responsibility in the event of such action being taken. The Client assumes full responsibility and accepts any claims that may arise as a result of a violation and/or failure to fulfill obligations in accordance with this article of the STU.

44. The Provider, subject to the minimum legal exclusion of liability, shall not be liable for any damage incurred by the Client, Representative User, or any third party due to malfunction, the inability to use the services of the Subscription Agreement or any modification or adaptation of the service, including related additional applications, performed by the Client or a third party either on the basis of an agreement with the Contractor or without justification. 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).

45. The Provider shall not be liable for any damage incurred by the Client, Representative User 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.

46. The Client of services under the Subscription Agreement is not entitled to compensation for any damage in the event of a temporary or permanent announced termination of services. 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

47. 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.

48. 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.

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

50. 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.

51. 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

52. The Client shall notify any change in their data relating to the services under the Subscription Agreement immediately, or within 8 days at the latest. The Client shall submit documents showing the changed data or conditions. Until notification is received, the Client's existing data shall be deemed accurate and complete. In the event of late notification, all consequences of late notification shall be incurred by the Client. If the Client fails to

notify the Provider of changes to their data and the Provider discovers such changes by other means, the Provider may immediately terminate the Subscription Agreement.

53. The Provider may change the STU, the offer, the billing method, and the prices of services at any time in accordance with applicable regulations. 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.

54. 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.

55. 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.

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