SPECIAL TERMS OF USE FOR THE APPLICATION DATALAB PANTHEON

1. Definitions

1.1 Application Datalab PANTHEON is an Internet-based software suite, consisting of the Cloud (hosted) Application, the Local Application, and Support Tools and Materials (hereinafter referred to as the application PANTHEON).

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

1.3. Activation Date is the date on which the activation of the application PANTHEON as described in Article 2 of these Special Terms of Use (hereinafter referred to as the STU) for the application PANTHEON is concluded.

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

1.5. Client Data Storage is the storage of Client data on the Operator's hardware and the storage of backup copies of that data, with the possibility of data restoration for the last 7 days, the last four Fridays of the month and the last 12 months of the last year.

1.6 Connector is each individual computer program, web service, or other technical solution, or other similar device or technology that enables the use of or access to the application PANTHEON and/or the Client data processed by the application PANTHEON or is part of an individual Vertical Solution.

1.7 Connector License is an agreement between the Provider of the application PANTHEON and the Client, which enables the use of or access to the application PANTHEON and/or the Client data that is being processed by the application PANTHEON.

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

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

1.10 Client is the Client of the Application PANTHEON in the Cloud environment, or a legal or natural person who concluded a PANTHEON Service Agreement with the Operator.

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

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

1.13 Client User is a natural person who uses or accesses the application PANTHEON through the Workstation.

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

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

1.16 Upgrading means the right to download the Upgraded application 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 STU for application PANTHEON.

1.17 Written Documentation means written instructions for the use of the application PANTHEON, including descriptions of features of the Software Suite. Only Written Documentation is relevant for defining an error. Regardless of paragraph 1.28, the Provider of the application PANTHEON always provides the Client written instructions for the use of the application PANTHEON free of charge. The Client can access written instructions on the website of the Provider of the application PANTHEON.

1.18 Client Data is 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 Operator or Provider of the application PANTHEON as part of Client Data Storage or the use of the application PANTHEON.

1.19 Support Tools and Materials are information intended for operating or illustrating the operation of the application PANTHEON, training materials, videos, and other materials provided by the Provider of the application 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 PANTHEON, and a knowledge base about the usage of the application PANTHEON, available at the Provider's user community portal. Support Tools and Materials can be subject to terms of special licenses.

1.20 Support Providers are legal or natural persons that provide the Client support for the application 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 PANTHEON. Support Providers shall have a certificate for providing support services for the application PANTHEON and other ServiceDesk Services.

1.21 HelpDesk Support Tool is a web application at the Provider's user community portal UserSite (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 PANTHEON. The Client can access it when logged in at UserSite, but also by email after registering their email address; sending an email to pomoc@datalab.si will process and save that email message as a HelpDesk Application incident.

1.22 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 PANTHEON authorization codes for the use of the application PANTHEON.

1.23 Provider of the application PANTHEON is the company Datalab SI, družba za poslovno informacijske rešitve d.o.o., based at Hajdrihova ulica 28c, 1000 Ljubljana, Slovenia, with tax number SI99654717.

1.24 Special Terms of ServiceDesk Services for the application PANTHEON regulate the terms of ServiceDesk Services for the application PANTHEON that include maintenance, support, assistance, and implementation of new and unused features of the application PANTHEON as provided by the Provider of the application PANTHEON.

1.25 Special Terms of Use for the application PANTHEON (this document) regulate the terms of use for the application PANTHEON in the Cloud environment provided by the Operator.

1.26 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.

1.27 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.

1.28 PANTHEON Software Suite is the 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.

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

1.30 PANTHEON Service includes: i) use of the application PANTHEON in the Cloud environment, whereby the Client has locally installed the client software for the application PANTHEON, while the server part of the application 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 STU of ServiceDesk Services for application PANTHEON; iv) use of other optional services chosen by the Client.

1.31 ServiceDesk services are ServiceDesk services provided by the Provider of the application PANTHEON and which the Client receives in accordance with the STU of ServiceDesk services for the application PANTHEON. They include support, assistance, maintenance, and implementation of new and unused features.

1.32 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 PANTHEON Software Suite.

1.33 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 PANTHEON.

2. Activation of the PANTHEON Service

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 data, including the Client's email address and mobile phone of the Client's representative. The Client is solely responsible for the accuracy and truthfulness of the identifying data provided to the Operator.

2.2. The Operator send the Client data specified in the agreement to the Provider of the application PANTHEON. After concluding the PANTHEON Service Agreement, the Provider of the application PANTHEON sends the user password, a hyperlink for downloading and activating the application PANTHEON, the serial number, and the name of the Registered Client name to the email address specified in the agreement. The Client receives a user name in the form of a message to the mobile number specified in the PANTHEON Service Agreement.

2.3 By activating the application PANTHEON, the Client accepts the provisions of these STU for the Application Datalab PANTHEON and may install the Local Application. The Client activates the application PANTHEON by following the link and entering the Serial Number as well as the Registered User Name in the electronic form. By clicking the 'I Agree' button, the Client agrees to all provisions of these STU for the application PANTHEON, which become binding. During the entire activation process for the application PANTHEON, the Workstation, with which the Client performs their actions, must be connected to the Internet so that the Provider of the application PANTHEON may record the acceptance of these STU.

2.4 By clicking the 'I Agree' button from paragraph 2.3, 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.

2.5 By clicking the 'I Agree' button, the Client states that they agree with the respective valid version of these Special Terms of Use for the application PANTHEON, which is published on the Provider's website.

2.6. The PANTHEON Software Suite may include additional services, the use of which is charged in accordance with the current price list and terms and conditions of use. A list of all additional services with a description, price list, and terms and conditions of use is published on the Provider's website (https://www.datalab.si/cenik-dodatnih-storitev/ and https://www.datalab.si/pogoji-in-pogodbe/). The Client undertakes to use all additional services in accordance with the applicable terms and conditions of use, which they irrevocably accept by concluding this contract.

3. Intellectual Property Rights for the application PANTHEON

3.1 The Provider of the application PANTHEON guarantees that the Provider of application PANTHEON has legally acquired all intellectual property rights for application PANTHEON that enable the Client to use the application PANTHEON, or that the Provider of the application PANTHEON is the holder of all intellectual property rights for the application PANTHEON.

3.2 By signing the PANTHEON Service Agreement and accepting these STU for the application PANTHEON, the Client is not granted any intellectual property rights; the Client only gains the non-exclusive, non-transferable and limited right to use the application PANTHEON for the area defined in the PANTHEON Service Agreement within the terms defined by the STU for application PANTHEON, and pursuant to the additional rights of the Client in connection to the application PANTHEON as defined in the STU for the application PANTHEON or by the Copyright and Related Rights Act of the Republic of Slovenia.

3.3 If a third party should file a claim against the Client, claiming that it is the rights holder for any intellectual property of the application PANTHEON or that the Provider of the Application Dapplication PANTHEON did not legally acquire all intellectual property rights, which enable the Client to use the application PANTHEON, the Provider of the application PANTHEON is obligated to defend the Client from such a claim. The Client shall immediately notify the Provider of the application PANTHEON about any claims made by third parties. Considering legal limitations, the obligation of the Provider of the application PANTHEON ceases after one (1) year from the date the Client learned of the third party's claim.

4. Terms of Use for the Local Application

4.1 The Client can install the Local Application to an unlimited number of Workstations, but only as many persons can access the Local Application at a time as defined in the PANTHEON Service Agreement concluded with the Operator.

4.2 The Client may enable the concurrent use of or access to the Local Application to as many Connectors as there are valid Connector Licenses as defined in the PANTHEON Service Agreement concluded with the Operator.

4.3 Without express written permission from the Provider of the application PANTHEON, considering legal restrictions of the rights of the Provider of the application PANTHEON, the Client may not reproduce parts or the whole of the Local Application, regardless of whether the reproduction is permanent or temporary and regardless of the means and format of reproduction, except in the case from paragraph 4.6.

4.4 Without express written permission from the Provider of the application PANTHEON, considering legal restrictions of the rights of the Provider of the application PANTHEON, the Client may not compile, customize, tamper or otherwise modify the Local Application, including error fixes.

4.5 The Client, considering legal restrictions of the rights of the Provider of the application PANTHEON, may not distribute the Local Application in any form or lease it to others.

4.6 The Client may make 2 (two) backups of the Local Application with the sole purpose of ensuring uninterrupted operation of the Local Application under conditions defined in these Special Terms of Use for the application PANTHEON.

5. Terms of Use for the Cloud Application

5.1 The Client can access the Cloud Application through the Local Application, which enables the use of the Cloud Application. The Client does not install the Cloud Application on the Workstation.

5.2 The Client and its users may use the Cloud Application only for legally permitted purposes. The Client and its users may not use the Cloud Application for illegal acts, i.e. acts contrary to applicable law, in particular, but not exclusively, for:

a. committing criminal offences as defined in the applicable criminal law;

b. unauthorized copying of copyrighted third-party content (including text, graphics, music, videos or other content that may be protected by copyright);

c. misusing or infringing patent, copyright, trademark or other intellectual property rights of any third party;

d. drug trafficking, illegal gambling and fixing of games of chance, illegal distribution of medicines and other activities contrary to the applicable regulations;

e. distributing, advertising or promoting software and services with the main purpose to encourage or facilitate the sending of unsolicited commercial email or spam;

f. searching, collecting, distributing, advertising or promoting a list of email addresses for the purpose of encouraging or facilitating the sending of unsolicited commercial email or spam;

g. exporting of software which may have dual-use applications, in particular encryption software, if such export violates applicable regulations and international agreements on the export and import of dual-use items;

h. any activities that could trigger legal/regulatory proceedings or proceedings of other state authorities against the Provider, expose the Provider to any liability for any reason, or create a negative public image that would affect the Provider's visibility and business reputation.

5.3 The Client and its users may not encourage, promote or participate in abusive, illegal or irresponsible behavior through the use of the Cloud Application and shall not use the Cloud Application in connection with any disruptive or abusive activity. This includes, in particular, the following prohibited activities:

- using the Cloud Application to send mass spam emails to third parties, if this is not in accordance with national rules governing spam and unsolicited commercial communications, including mass sending via USENET and other bulletin board groups;

- launching attacks, intentional system overloads or other disruptions to computer resources, networks, servers or information systems available through the PANTHEON Services, including third-party resources used by the Provider or the Client, and otherwise limiting, degrading or disabling such resources and services;

- offering or enabling email services, messaging capabilities, POP accounts or means for automatic reply to third parties without the Provider's permission, except for the Client's own needs;

- destroying or assisting others in destroying the security and integrity of any of the Provider's systems, items or equipment;

- gaining unauthorized access to the Provider's computer networks or those of any other natural or legal person;

- sending access passwords intended for Client's authorized persons to those who are not authorized to receive and/or possess such information;

- forging signatures or other identifying marks or passwords of any person, misrepresenting or stealing the identity of any other person, or engaging in any activity intended to deceive or mislead such persons as to the true identity of the user (this includes the use of anonymous forwarding and internet aliases);

- distributing or uploading viruses, worms, Trojan horses or computer code designed to impair or disable PANTHEON Services, destroy data, destroy or damage equipment or interfere with operations;

- reviewing security settings or performing other attack activities on any server;

- interfering with or preventing others from using the PANTHEON Service.

5.4 The Client is solely liable for all consequences arising from breaches of the provisions of the above Terms of Use by both the Client and its users, including any third-party claims, legal or administrative proceedings and any damages suffered by the Provider, its suppliers, contractors, co-contractors, support providers or third parties as a result of such breaches.

6. Special Provisions on Personal Data

6.1 The Provider of the application PANTHEON, except at the explicit request or petition made by the Client as part of support and maintenance, does not consult the data that the Client enters, stores or processes in the application PANTHEON.

6.2 The Client guarantees that all personal data sent to the Provider are collected in accordance with applicable legislation of the Republic of Slovenia pertaining to personal data protection, and that all the persons to whom the data pertain are aware of the Provider's personal data protection policy, which is accessible at the Provider's website, and agree to the collection and processing of their personal data in accordance with the policy.

6.3 The Client agrees that, as part of using application PANTHEON in the context of PANTHEON Services, the Provider of the application PANTHEON may collect and use any personal data obtained from the Client in accordance with the Provider's Personal Data Protection Policy, available on the Provider's website, and applicable personal data protection legislation. The list of personal data collected and processed by the Provider of the application PANTHEON about the Clients or about individuals who cooperate with the Client on the basis of an employment contract or any other legal relationship is available on the Provider's website and on the Operator's website. Information on the processing of personal data by the Provider of the application PANTHEON, which are entered, stored or processed by the Client in the application PANTHEON, is also available in the Provider's Personal Data Protection Policy published on its website.

6.4 When the Client or a person to whom the personal data pertains wants to exercise the right to access their personal data in accordance with applicable data protection legislation in the Republic of Slovenia, they must file a request with the Provider of the application PANTHEON to submit the collected personal data. The Provider of the application PANTHEON shall answer within 30 (thirty) days of receiving the request. The request for accessing personal data cannot be denied by the Provider of the application PANTHEON, unless there are reasonable grounds to do so.

7. Client Data Handling

7.1 The Client may use the Cloud Application and access their data only by entering their user name and password, which contains at least eight (8) characters or special characters, at least one of them being an upper case character. After the third unsuccessful login attempt in a row, the Client will not be able to use the Application in the cloud and their access to their data will be blocked. To restore access, the Client must turn to the Operator. After a 15-minute period of inactivity, the Client has to reenter the user name and password to continue using the Cloud Application.

7.2 The Provider of the application PANTHEON keeps systemic logs about the usage of the Cloud Application, resource usage, and access to Client Data. The Registered Client Name, their Workstation,

date and time of access, the types of data the Client accessed, and the types of user data processing are all automatically entered into the logs. Blocked access after three unsuccessful login attempts is also logged, as well as any attempts of unauthorized access to the Client Data or the Cloud Application.

7.3 The application PANTHEON performs automatic processing of Client Data, which the Client triggers by using the functions of the application PANTHEON. The Provider of the application PANTHEON has no control over that. The types of automatic processing of Client Data performed by the application PANTHEON include collection, acquisition, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, communication, dissemination or otherwise making available, alignment or connecting, blocking, erasure or destruction.

7.4 The Client allows that the data the Client sends to the Operator within the framework of PANTHEON Services or which were acquired by the Provider of the application PANTHEON or Support Provider during the activation or performance of the provisions of these STU for the application PANTHEON, including support, lest they potentially identify the Client or Natural Person with the personal data, is used for business purposes pertaining to support, diagnostics or further development/testing of the application PANTHEON and other products or services.

7.5 The Provider of the application PANTHEON assures the Client that the Client Data in the application PANTHEON is separated from the data of other Clients and other persons.

7.6 The Provider of the application PANTHEON shall treat any data and/or trade secrets acquired during the performance of the provisions of these STU for the application PANTHEON as secret and confidential and to not disclose them, and to act in accordance with the Companies Act of the Republic of Slovenia.

7.7 The Client has the sole responsibility to provide the data for PANTHEON Services in accordance with the law. The Provider of the Application Datalab PANTHEON 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 data.

7.7 After the expiration of the PANTHEON Service Agreement and considering article 7, paragraph 8 and with a 30-day notice from the Operator, all Client Data stored by the application PANTHEON, including personal data and other data, including any backups or other kinds of copies stored in the data center of the Operator, shall be destroyed.

7.8 **The Right to Export Data.** After the PANTHEON Service Agreement comes to an end for any reason, the Client has the right to keep a copy of the Local Application installed or to keep using it on one Workstation for ninety (90) days after the end of the PANTHEON Service Agreement. According to this provision, the Local Application can be used solely for the purpose of exporting Client Data that is stored in the hardware of the Operator. The Client can export Client Data only in the form or format that includes only raw data and does not include the program logic for processing the data. After the 90-day period has ended, the Client has to permanently delete the Local Application from their Workstation. In the same 90-day period, the Client can request a copy of the Client Data from the Operator on a portable data carrier. After the conclusion of the deadline, all Client Data and backups are permanently and irreversibly deleted from the hardware of the Operator.

8.   Support, Including Error Fixes, and Other ServiceDesk Services (Ad-Hoc ServiceDesk Services)

8.1 Support is one of the ServiceDesk Services, which is the assistance provided to the Client about the use or the function of the application PANTHEON, including error fixes. Apart from support, ServiceDesk Services include assistance, maintenance, and implementation of new and unused features.

8.2 ServiceDesk services can be provided in the following ways:

- - Remotely using HelpDesk application

- Remotely with other Internet-based technology for remote access provided through the UserSite to the Client, the Provider of the application PANTHEON, and Support Providers (using HelpDesk ISL, Windows Remote Desktop Connection, videoconferencing or similar solutions). Such technology enables shared desktop function that allows sharing the Client's display and sound and assuming control over keyboard and mouse inputs. When using HelpDesk ISL, the typed communication (chat) between the Client and the Provider of the application PANTHEON or Support Provider is saved into the support log as a transcript and is an integral part of the support session, along with the report at session end and the support satisfaction questionnaire. The Client, Provider of the application PANTHEON and Support Providers have access to the remote support logs.

8.3.   Support and other ServiceDesk services are provided by the Provider of the application PANTHEON. Support and other ServiceDesk services as well as so-called additional Support Provider services can be provided by Support Providers. The Provider of the application PANTHEON or a Support Provider is entitled to compensation for provided support services or other ServiceDesk services at the applicable list prices as published on the website of the Provider of the application PANTHEON or the Support Provider.

8.4.   For technical reasons, the Provider of the application PANTHEON or Support Providers can provide support only for the latest upgraded version of the application PANTHEON.

8.5.   The Client shall provide the technical capabilities for remote support according to the specifications provided by the Provider of the application PANTHEON.

9. Upgrading the application PANTHEON

9.1 The Provider of the application PANTHEON will publish an upgraded application PANTHEON at least four times a year. The upgrade of the Cloud Application is conducted by the Provider of the application PANTHEON. The Local Application is upgraded automatically when the Client upgrades it for the first time after logging in.

9.2 If an upgrade of the Application Datalab PANTHEON is impeded or prevented for any reason on the Client's side, the Provider of the application PANTHEON is entitled to compensation for the cost incurred during the upgrade.

9.3 The Client may install and use the Local Application, which is part of the application PANTHEON, based on and pursuant to the STU for the application PANTHEON, which apply to the Local Application.

9.4 Based on the PANTHEON Service Agreement, upgrading is included in the price for Cloud subscription.

10. Limited Warranty for the application PANTHEON

10.1 The Provider guarantees the Client that the application PANTHEON works in accordance with technical specifications and legal obligations, which the Provider ensures by upgrading the application to a new version.

10.2 Based on the Warranty from the previous paragraph, the sole obligation of the Provider of the application PANTHEON and the Client's sole right in the case of non-conform functionality of the application PANTHEON is for the Client to inform the Provider of the application PANTHEON through the HelpDesk application, and for the Provider of the application PANTHEON to fix or replace the Application Datalab PANTHEON.

10.3 The Client is not entitled to the rights from this Article based on the limited warranty and the Provider of the application PANTHEON has no obligations based on the limited warranty if the Client is invoking the limited warranty and the non-conform functionality from paragraph 10.1. of the application PANTHEON was caused by incorrect use according to the STU for the application PANTHEON and documentation, or due to any action, event or circumstance on the side of the Client or if the Client entrusted the support, maintenance, debugging, upgrading or any other changes to the application PANTHEON to persons who are not certified Support Providers of the Provider of the application PANTHEON.

10.4 The Client is not entitled to the rights from paragraph 10.2 based on the limited warranty and the Provider has no obligations based on the limited warranty if the Client is invoking the limited warranty and the impaired functioning of the Application according to paragraph 10.1 is caused by the use of or access to the application PANTHEON by the Connectors.

10.5 The Provider of the application PANTHEON does not give the Client or any third party any other warranties beside the limited warranty for the application PANTHEON as defined in this Article.

11. Exclusion of Liability of the Provider of the application PANTHEON

11.1 The Provider of the application PANTHEON, its suppliers and co-contractors, taking into account only minimal legal limitations of exclusion of liability, are in no case liable to the Client or third parties for any kind of damage inflicted due to any changes or adaptations of the application PANTHEON, including additional applications which the Client or third parties executed based on any agreement with the Operator or otherwise. 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.

11.2 The Provider, its suppliers, co-contractors and Support Providers are in no case liable to the Client or third Parties for any damage to the Client or third Parties that occurred or may occur, because the Client allowed persons who are not the Provider's certified Support Providers to provide support, maintenance, debugging or upgrading services or any other modifications of the application PANTHEON.

11.3 The Provider, its suppliers, co-contractors and Support Providers are in no case liable to the Client or third Parties for any damages to the Client or third Parties that occurred or may occur, because the Client allowed the use of or access to the application PANTHEON by Connectors.

11.4 The Client is solely responsible for all content, data, documents or other information that the Client or its users enter, store, process or otherwise use within the application PANTHEON. The Client is solely responsible for any consequences arising from the storage or use of such content, including any third party claims, legal or administrative proceedings and any damages resulting therefrom to the Provider, its suppliers, co-contractors, supporters or third parties.

11.5 The total liability of the Provider of the application PANTHEON is in no case higher than 1 (one) average monthly subscription in the last 3 months before the damages claim, excluding default interest and considering only minimal legal limitation of exclusion of liability.

12. Consequences of Violations

12.1 If the Client violates any of the provisions of these STU for the application PANTHEON, the Provider of the application PANTHEON may immediately prevent the Client from accessing the application PANTHEON. The Provider of the application PANTHEON may also cancel all permissions to use the application PANTHEON and demand that the Client deletes the application PANTHEON from all Workstations, without having to give the Client a deadline to remedy the violations. If the Provider of the application PANTHEON cancels the permission to use the application PANTHEON, the provisions of these STU for the application PANTHEON pertaining to data export apply.

12.2 If the Client violates the provisions of these STU for the application PANTHEON by unduly and in violation of the provisions of these STU for the application PANTHEON allowing the use of or access to the application PANTHEON by the Connectors, the Provider of the application PANTHEON may demand that the Client immediately, or within 30 days of the Provider's request at the latest, remedies the violation by concluding or purchasing an appropriate number of Connector licenses. If the Client does not remedy the violation within the defined period, the Provider of the application PANTHEON may prevent the Client from accessing the application PANTHEON. Additionally, the Provider of the application PANTHEON may cancel all permissions to use the application PANTHEON and demand that the Client deletes the application PANTHEON from all Workstations, without having to give the Client a deadline to remedy the violations. If the Provider of the application PANTHEON cancels the permission to use the application PANTHEON, the provisions of these STU for the application PANTHEON pertaining to data export apply.

12.3 The Provider of the application PANTHEON reserves the right to perform checks whether the Client uses the application PANTHEON in accordance with the provisions of these Special Terms of Use for the application PANTHEON, especially whether the Client is enabling the use of or access to the application PANTHEON by the Connectors. The Client explicitly allows the Provider of the application PANTHEON to use appropriate technical measures to that end.

12.4 In case the Client violates the provisions of this agreement, the Provider of the application PANTHEON is entitled to compensation of any damage that would occur as a result of the violation.

12.5 The Client is liable to the Provider of the application PANTHEON for all damage caused to the Provider of the application PANTHEON or third parties, because the Client allowed the use of or access to the application PANTHEON by the Connectors.

13. Final provisions

13.1 The Client shall dutifully respond to messages and notifications from the Provider of the application PANTHEON.

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

13.3 The Client may use the services provided by the Provider solely for the purposes permitted by law. The use of the services for illegal acts (i.e. acts contrary to the applicable legal regulations), harmful and unethical acts is strictly prohibited.

13.3 The Client shall not transfer any rights or obligations arising from the Special Terms of Use for the application PANTHEON in whole or any individual right of the STU for the application PANTHEON to third parties without written permission of the Provider of the application PANTHEON.

13.5 If any of the provisions of these STU for the application PANTHEON might prove to be void, other provisions are not affected and remain effective.

13.6 The STU for the application PANTHEON are all terms for the use of the application PANTHEON and they replace any other agreements about the use of the application PANTHEON in the Cloud environment, except if the STU for the application PANTHEON define that they are supplemented by other agreements or documents.

13.7 The Provider reserves the right to unilaterally amend these STU for the application PANTHEON. Amendments become effective upon publication on the Provider's website and after 30 days from the date of notification to the Client.

13.8 A court in Ljubljana with proper jurisdiction over the subject matter in question has jurisdiction over any dispute arising from the STU for the application PANTHEON. The law of the Republic of Slovenia applies.

Effective as of: 1 July 2025