

# LICENSE AGREEMENT FOR THE DATALAB PANTHEON SOFTWARE SUITE

## 1 Definitions

**1.1 The Provider** is the company Datalab SI, družba za poslovno informacijske rešitve d. o. o., based at Hajdrihova ulica 28c, SI-1000 Ljubljana, tax identification number SI99654717. The Provider concludes this Software License Agreement on its own behalf and for its own account with the Client.

**1.2 The Client** is a legal entity or private individual that received a preliminary invoice or invoice from the Provider based on an order for the Software Suite and a possible conclusion of additional agreements, paid the preliminary invoice or invoice and received in return a serial number and the status of a registered Client, which makes it possible to activate the Software Suite.

**1.3 The Software Suite** is the Computer Program Datalab PANTHEON and Supplementary Materials.

**1.4 The Computer Program** is the computer program Datalab PANTHEON in any of its available editions, composed of a group of files in the form of source or compiled or executable code.

**1.5 Supplementary Materials** are information intended for operating or illustrating the operation of the Software Suite, training materials, videos, and other materials provided by the Provider to the Client in exchange for compensation or for free. Supplementary Materials also include written (digital or printed), audio and video documentation for the Software Suite and a knowledge base about the usage of the Software Suite, available at the Provider's user community portal. Supplementary Materials can be subject to terms of special licenses.

**1.6 Written Documentation** is written instructions for the use of the Software Suite. Only Written Documentation is relevant for defining an error. Regardless of paragraph 1.5, the Provider always provides the Client written instructions for the use of the Software Suite free of charge. The Client can access written instructions on the Provider's website.

**1.7 The Upgraded Software Suite** is the Software Suite that inseparably contains the latest updates for legislation changes, improvements, fixes, changes and new features; the Client is entitled to it with a concluded Software License Agreement and an Upgrade Subscription. All terms of the Software License Agreement apply to the Upgraded Software Suite as well, except the terms of article 2 (Grant of License), and article 6 (Limited Warranty).

**1.8 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 that are subject to the license agreement or any other agreement between the Provider and the Client.

**1.9 The Software License Agreement is this license agreement, which covers the use of the Software Suite and additional Client rights and defines the terms of Software Suite use. The License Agreement is signed by the Provider and the Client.**

**1.10 Additional Agreements** are agreements that are or can be concluded by the Provider and the Client regarding the Software Suite, most notably the Upgrade Subscription and other service agreements.

**1.11 The Upgrade Subscription** is this agreement which, regulates the Provider's and Client's rights and obligations in relation to upgrades of the Software Suite.

**1.12 General Terms of Service Desk Services** regulate the terms and conditions of Service Desk services for the Software Suite which include support, assistance and implementation of new and unused features of the Software Suite.

**1.13 The Workstation** is a single computer workstation or device with similar functionality with which Users use or access the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite.

**1.14 The User** is natural person who can use or access the Software Suite through the Workstation and/or access the Client's data that is being processed by the PANTHEON Software Suite through the Software Suite.

**1.15 A Vertical Solution** is software, hardware or similar solution that complements or upgrades the PANTHEON Software Suite and enables the use of or access to the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite.

**1.16 A Connector** is each individual person, computer program or other similar device or technology that uses or is part of each individual Vertical Solution.

**1.17 The Connector License** is an agreement between the Provider and the Client, which enables the use of or access to the Software Suite and/or the Client's data that is being processed by the PANTHEON Software Suite by Connectors. All provisions of this License Agreement are valid for the Connector License, except when this License Agreement provides special provisions for External Connectors.

**1.18 The Order** is an order that the Client places at the Provider's website or some other way and thus shows the interest for concluding a Software License Agreement for the desired edition of the Software Suite and for any additional agreements; the Order includes the number of users, who may concurrently use the Software Suite.

**1.19 The Preliminary Invoice** is issued by the Provider to the Client based on the received Order. It includes the edition of the Software Suite, the Market Price, the Purchase Price, the Price of Additional Agreements, the license's area of validity, and the number of users, who may concurrently use the Software Suite, and the number of Connector Licenses. The Preliminary Invoice also contains the payment plan for the Purchase Price or Price of

Additional Agreements, for example the number of installments over a given period. The Preliminary Invoice includes a reference to the validity of the provisions of this Software License Agreement and a link to the website where this Software License Agreement is published. The Preliminary Invoice becomes a part of the Software License Agreement in the part where the Software Suite edition, the license's area of validity, the Purchase Price, the number of users, who may concurrently use the Software Suite, the number of Connector Licenses, and the payment plan are stated.

**1.20 The Serial Number is a series of characters sent to the Client by the Provider based on a paid Preliminary Invoice or other document.**

**1.21 The Registered Client Name is the user name assigned to the Client by the Provider based on a paid Preliminary Invoice or other document.**

**1.22 The Activation Date** is the date when the activation of the Software Suite is complete, as described in article 2.3 of the Software License Agreement.

**1.23 The Market Price** is the Provider's recommended sale price, at the moment of price calculation for the use of a Software Suite edition and for additional Client's rights related to the Software Suite from the Software License Agreement, multiplied by the number of users, who may concurrently use the Software Suite. The Market Price includes the price of any Connector Licenses.

**1.24 The Purchase Price** is equal to the Market Price at the moment of placing the Order, reduced by any Provider's discounts and increased by any additional cost and the value-added tax. The Purchase Price is stated on the Preliminary Invoice or invoice.

**1.25 The Price of Additional Agreements is a catch-all term for the Upgrade Subscription price, and any other agreements.**

**1.26 Support Providers** are legal entities or private individuals that provide support and other Service Desk Services for the Software Suite to the Client based on a contractual or other relationship with the Provider. Support Providers shall obtain a certificate for providing support services for the Software Suite and other Service Desk services.

**1.27 The Help Desk Support Tool is a web application at the Provider's user community portal User Site (<https://usersite.datalab.eu>) used for support and other Service Desk services, messaging, reporting errors (including cases of warranty) and other communication between the Client and the Provider.** The Client can access it when logged in at User Site, but also by email after registering their email address; sending an e-mail to [pomoc@datalab.si](mailto:pomoc@datalab.si) will process and save that e-mail message as a Help Desk Application incident.

**1.28 An Error** is the Software Suite's functioning or content that is not according to the specifications or intended function as described in Written Documentation.

**1.29 The Error Report** is the submission of a written description of an Error by the Client in the Help Desk application, which sent to a Support Provider.

## **2 Conclusion of Software License Agreement**

2.1 The Client sends the Provider an Order for the conclusion of an Upgrade Subscription that has to include the Client's full name/company name, address/company head office address, tax number, and other identifying information, including the Client's e-mail address. The Client is solely responsible for the veracity and truthfulness of the identifying information provided to the Provider. Based on the Order, the Provider sends the Client a Preliminary Invoice or Invoice.

2.2 After the Client pays the Preliminary Invoice or invoice, the Provider sends the Client an e-mail to the address specified in the Order, containing the Serial Number, the Registered Client Name and a hyperlink where the Software Suite and Service Desk services can be activated.

2.3 The Client can activate the Software Suite, which means that the Client agrees with the terms of this Software License Agreement and the General Terms of Service Desk Services and installs the Software Suite. Before the installation of the Software Suite, the Client shall fill in a form with the Serial Number and Registered Client Name and click the 'I Agree' button, thereby accepting all terms of this Software License Agreement and General Terms of Service Desk Services that become binding. The Workstation where the activation is performed must be connected to the internet for the whole duration of the activation process; in this process, the Provider records the acceptance of the Software License Agreement, prepares a fingerprint of the Client's server and finally sends an e-mail when the activation is finished.

2.4 By clicking the 'I Agree' button, 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 this Software License Agreement, which is published on the Provider's website.

2.6 The Client is considered to be informed about the content of this License Agreement, if they have been explicitly directed to it in the Preliminary Invoice or Invoice and the content of the Agreement is available on the website as stated on the Preliminary Invoice or Invoice.

2.7 The Serial Number is valid only for a single Client's data server, identified by a digital fingerprint. The Client may change their data server any number of times, which they can do only by following the process described on the Provider's website.

2.8 If the Client does not agree with any of the provisions of this Software License Agreement or the General Terms of Service Desk Services, they may not install the Software Suite. In this case, but latest within 7 days after

paying the Preliminary Invoice or Invoice, the Client has the right to notify the Provider that they will not be installing and using the Software Suite and to request a full refund of the Purchase Price, which the Provider shall refund within 30 days after receiving a timely notification.

### **3 Intellectual Property Rights for the Software Suite and Upgraded Software Suite**

3.1 The Provider guarantees the Client that the Provider has legally acquired all intellectual property rights for the Software Suite that are required for the Client to use the Software Suite, or that the Provider is the holder of all intellectual property rights for the Software Suite.

3.2 The Software License Agreement does not grant the Client any intellectual property rights; it gives the User solely a non-exclusive, non-transferrable and limited right to use the Software Suite for that are stated in the Preliminary Invoice or Invoice and pursuant to the terms of the Software License Agreement as well as based on the additional rights of the Client in relation to the Software Suite as defined in this Software License Agreement or by the Copyright and Related Rights Act of Slovenia.

3.3 If a third party should file a claim against the Client, arguing that it is the holder of any intellectual property rights for the Software Suite or that the Provider has not acquired all intellectual property rights for the Software Suite that are required for the Client to use the Software Suite, the Provider shall defend the Client against such a claim. This obligation of the Provider applies if the Client informed the Provider about the claim of the third party before the Client complies with any requests of the third party. This obligation of the Provider, considering legal limitations, ceases to apply after one year from the day when the Client was informed of the third party claim.

### **4 Software Suite Terms of Use**

4.1 The Client may install the Software Suite on an unlimited number of Workstations, but the Software Suite with the agreed range of features may be used or accessed by only as many Users as specified in the Preliminary Invoice or Invoice.

4.2 The Client may enable the concurrent use of or access to the software suite and/or the Client's data that is being processed by the PANTHEON Software Suite only to as many Connectors as there are suitable Licenses that the Client purchased from the Provider.

4.3 Without express written permission of the Provider, considering legal restrictions of the Provider's rights, the Client may not reproduce parts or the whole of the Software Suite, regardless whether the reproduction is permanent or temporary and regardless of the means and format of reproduction, except in the case from paragraph 4.6 of the Software License Agreement.

4.4 Without express written permission of the Provider, considering legal restrictions of the Provider's rights, the Client may not compile, customize, tamper or otherwise modify the Software Suite, including bug fixes.

4.5 The Client, considering legal restrictions of the Provider's rights, may not distribute the Software Suite in any form or lease it to others.

4.6 The Client may make two reproductions of the Software Suite for backup with the sole purpose of ensuring uninterrupted operation of the Software Suite as defined in the Software License Agreement.

## **5 Additional Rights of the Client in Relation to the Software Suite**

**5.1 Data Export.** After the Software License Agreements terminates for any reason, the Client may keep the Software Suite installed on one Workstation or use it on one Workstation for 30 (thirty) days after Software License termination. The Software Suite may remain installed under this paragraph with the express purpose of exporting the Client's data files. The Client can export the data files only in the form or format that include only their data and that do not include the logic of the data processing. After the 30 days, the Client must permanently delete the Software Suite including the Client's data files from that Workstation and/or stop using the Software Suite on that Workstation and delete it from the central server.

**5.2 Legal Harmonization.** The Client has the right to Legal Harmonization only for legislation in effect at the moment the Provider sends the data from item 2.2. The Client later has the right to Legal Harmonization only if they have concluded an Upgrade Subscription with the Provider.

**5.3 Support, including error fixing, and other Service Desk services (ad-hoc Service Desk services).** Support is one of the Service Desk services and means assistance to the Client regarding use or operation of the Software Suite, including bug fixes. Apart from support, Service Desk services include assistance and implementation of new and unused features of the Software Suite. Service Desk services can be provided in the following ways:

- Remotely with the Help Desk Support Tool
- Remotely with other internet-based technology; provided through an internet-based solution that is accessible at the User Site to the User, the Provider and support providers (using Remote Desktop Connection, Skype or similar solutions). It has a shared desktop function that allows sharing the Client's display and assuming control over keyboard and mouse inputs. The typed communication (chat) between the Client and the Provider or Support Provider is saved into the support log and is an integral part of the support session, along with the report at session end and the support satisfaction questionnaire. The Provider and Support Provider can access the remote support logs.
- Remotely over the telephone
- Remotely by email by sending an e-mail to [podpor@datalab.si](mailto:podpor@datalab.si), which automatically creates an entry in the Help Desk Application.
- On the Client's premises by the Provider's or a Support Provider's staff.

5.4 Support and other Service Desk services are provided by the Provider. Support and other Service Desk services as well as so-called additional services of support providers can also be provided by Support Providers in accordance with the agreement concluded between the Client and the Support Provider. The Provider or a

Support Provider is entitled to compensation for provided support services or other Service Desk services at the applicable list prices as published at the Provider's or Support Provider's website.

5.5 The Provider or Support Providers provide support only for the latest version of the (Upgraded) Software Suite due to technical reasons. The Client shall provide the technical capabilities for remote support and other Service Desk services according to the Provider's specification.

## **6 Limited Warranty for the Software Suite**

6.1 The Provider guarantees the Client that the Software Suite will work without errors for 90 (ninety) days from the Activation Date.

6.2. The Provider's sole obligation and the Client's sole right based on the warranty from the previous paragraph is – if the Software Suite does not function in accordance with the previous paragraph and the Client informs the Provider about that through the Help Desk Application – to fix or replace the Client's Software Suite.

6.3 The Client is not entitled to the rights from paragraph 6.2 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 Software Suite according to paragraph 6.1 is caused by Software Suite use that is not in accordance with the Software License Agreement, Written Documentation or any action by or event or circumstance on the Client's side or if the Client entrusted the support, maintenance, debugging, upgrading or any other changes in the Software Suite to persons not a certified Support Provider of the Provider.

6.4 The Client is not entitled to the rights from paragraph 6.2 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 Software Suite according to paragraph 6.1 is caused by the use of or access to the Software Suite by a Connector.

6.5 The Provider does not give the Client or any third party any other warranties beside the limited warranty for the Software Suite as defined in this section.

## **7 The Software License Agreement in Relation to Additional Agreements**

7.1 The Client who concludes a Software License Agreement may conclude an Upgrade Subscription for which provisions of the Upgrade Subscription apply.

7.2 7.2 The Client may conclude other agreements with the Provider which regulate the Client's rights and obligations in relation to the Provider's products and services.

## **8 Exclusion of the Provider's Liability**

8.1 The Provider, its suppliers, co-contractors and support providers, taking into account only minimal legal limitations of exclusion of liability, are in no case liable to the Client or third parties for any damages to the Client or a third party that occurred due to the use or the inability to use the Software Suite or due to any change or modification to the online Software Suite that the Client or a third party made based on any contract with the Provider or without it, or for any other reason arising from the Software License Agreement. 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.

8.2 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 persons who are not the Provider's certified Support Providers to provide support, maintenance, debugging or upgrading services or any other modifications of the Software Suite.

8.3 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 Software Suite by Connectors.

8.4 The Provider's total liability is in no case and regardless of the number of loss events higher than the Purchase Price, taking into account only minimal legal limitations of exclusion of liability.

## **9 Term and Termination**

9.1 This Software License Agreement is concluded for an indefinite period. Each Party may terminate the Agreement with a 30-day notice. The Agreement cannot be terminated during the first year after the Agreement has been concluded.

9.2 Terminating the Software License Agreement will also result in terminating all active Upgrade Subscriptions.

9.3 The termination statement shall be submitted in writing and the counterparty shall be notified.

## **10 Breach of Contract and Termination**

10.1 If the Client violates any provision of this Agreement, the Provider can immediately disable the Client's Software Suite, which is not considered a violation of this Agreement. In this case, the Client explicitly allows the Provider to access the Client's Workstations with the sole purpose of disabling the use of the Software Suite. Additionally, the Provider may in this case terminate the Agreement and demand from the Client to delete the Software Suite from all Workstations and destroy all backups of the Software Suite without having to give the Client a deadline to remedy the breach. If the Provider terminates the Agreement, the Provisions of this Software License Agreement in relation to Data Export apply.



10.2 If the Client violates the provisions of this Agreement by unduly and in violations of the provisions of this Software License Agreement allowing the use of or access to the Software Suite by Connectors, the Provider can demand that the Client immediately, or within 30 days of the Provider's request, remedy 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 may prevent the Client from accessing the Software Suite, citing the provisions from item 10.1 of this License Agreement. Additionally, the Provider may in this case terminate the Agreement and demand from the Client to delete the Software Suite from all Workstations and destroy all backups of the Software Suite. If the Provider terminates the Agreement, the provisions of this Software License Agreement in relation to Data Export apply.

10.3 The Provider reserves the right to perform checks whether the Client uses the Software Suite in accordance with the provisions of this Agreement, especially whether the Client is enabling the use of or access to the Software Suite by Connectors. The Client explicitly allows the Provider to use appropriate technical measures to that end.

10.4 In case of breach of contract by the Client, the Provider is entitled to compensation of any damage that would occur as a result of the breach.

10.5 The Client is liable to the Provider for all damage caused to the Provider or third parties, because the Client allowed the use of or access to the Software Suite by Connectors.

## **11 Final Provisions**

11.1 The Client may not transfer any rights, partial or complete, from the Software License Agreement or the General Terms of Service Desk Services, that are part of this Software License Agreement, to third parties without written permission of the Provider.

11.2 The Client agrees to receive the Provider's notifications about Software Suite updates and other product-related news and changes by e-mail or other through other means.

11.3 By concluding this Agreement, the Client agrees that the Provider may collect and use personal data acquired from the Client (data about the Client's contacts that collaborate with the Client based on an employment contract or other contractual basis) in accordance with the Provider's personal data protection policy, which is accessible on the Provider's website, and applicable legislation pertaining to personal data protection. The Client guarantees that all personal data sent to the Provider are sent in accordance with applicable legislation pertaining to personal data protection (a requirement to enforce the contract between the Provider and the Client), 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. Provider shall treat any personal data acquired this way in accordance with applicable legislation pertaining to personal data protection and the Provider's personal data protection policy, which is accessible at the Provider's website. The Provider does not have access to and cannot process any personal data that the Client as a controller processes with the help of the

PANTHEON Software Suite, except within the framework of provision of Support and other Service Desk Services which are not subject of this License Agreement.

11.4 The Client agrees that the Provider or a Support Provider may use information that was acquired when concluding or carrying out the Software License Agreement, including when providing support and other Service Desk services, in an anonymized form that does not allow identification of the Client for business purposes related solely to support, diagnostics, testing, research or development of the Software Suite or other products or services of the Provider. The Provider shall treat any confidential information acquired in such manner in accordance with the Companies Act of the Republic of Slovenia. The Provider 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 information.

11.5 If any of the provisions of the Software License Agreement might prove to be void, other provisions are not affected and remain effective.

The Software License Agreement is the whole License Agreement for the Software Suite and it replaces any other arrangements about the subject of the License Agreement, except if the Software License Agreement states that it is supplemented by additional provisions of a contract or document, the Preliminary Invoice or the Invoice being such documents.

11.7 This Software License Agreement is concluded without the signature of either party in accordance with the provisions of the conclusion of the Software License Agreement in Article 2.

11.8 A court in Ljubljana with proper jurisdiction over the subject matter in question has jurisdiction over any dispute arising from the Software License Agreement.

Valid from: 25 May 2018