

SPECIAL TERMS OF USE FOR THE APPLICATION DATALAB PANTHEON

1. Definitions

1.1 The Provider of the Application Datalab PANTHEON 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.

1.2 The **Client** is the Client of the Application Datalab PANTHEON Hosting, or a legal or natural person who concluded a PANTHEON Service Agreement with an Operator.

1.3 The **Operator** is a legal person who concluded a PANTHEON Service Agreement with the Client.

1.4 The **PANTHEON Service Agreement** is 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 Datalab PANTHEON authorization codes for the use of the Application Datalab PANTHEON.

1.5 The **PANTHEON Service** includes: 1) use of the Application Datalab PANTHEON in a hosted environment, whereby the Client has locally installed only the client for the Application Datalab PANTHEON, while the server part of the Application Datalab PANTHEON is located in the Operator's data center; ii) data storage in the Operator's data center; iii) use of Service Desk Services in accordance with the Special terms of Service Desk Services; iv) use of other optional services chosen by the Client.

1.6 The **Special Terms of Service Desk Services for the Application Datalab PANTHEON** regulate the terms of Service Desk Services for the Application Datalab PANTHEON that include maintenance, support, assistance, and implementation of new and unused features of the Application Datalab PANTHEON, provided by the Provider of the Application Datalab PANTHEON.

1.7 The **Special Terms of Use for the Application Datalab PANTHEON** regulate the terms of use for the application Datalab PANTHEON in a hosted environment provided by the Operator.

1.8 **Hosting** is a set of services provided to the Client by the Operator based on the PANTHEON Service Agreement.

1.9 The **Application Datalab PANTHEON** is an Internet-based software suite, consisting of the Cloud Application, the Local Application, and Supplementary Materials.

1.10 The **Cloud Application** is a part of the Software Suite Datalab PANTHEON, installed and running in the Operator's data center; the Client accesses it with the Local Application.

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

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

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

1.14 **Written Documentation** is written instructions for the use of the Application Datalab PANTHEON, including descriptions of the functionality of the Software Suite. Only Written Documentation is relevant for defining an error. Regardless of paragraph 1.12, the Provider of the Application Datalab PANTHEON always provides the Client written instructions for the use of the Application Datalab PANTHEON free of charge. The Client can access written instructions on the website of the Provider of the Application Datalab PANTHEON.

1.15 The **Upgraded Application Datalab PANTHEON** is the Application Datalab PANTHEON that inseparably contains the latest updates for legislation changes, improvements, fixes, changes and new features; the Client is entitled to download it with a concluded PANTHEON Service Agreement and the Special Terms of Use for the Application Datalab PANTHEON. All terms of the Special Terms of Use for the Application Datalab PANTHEON related to any part of the Application Datalab PANTHEON apply to the Upgraded Application Datalab PANTHEON.

1.16 **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.

1.17 A **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 in any given moment be used by only one person, that can also be a computer program or another similar device or technology.

1.18 The **User** is a natural person who uses or accesses the Application Datalab PANTHEON through the Workstation.

1.19 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 Application Datalab PANTHEON.

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

1.21 The **Connector License** is an agreement between the Provider of the Application Datalab PANTHEON and the Client, which enables the use of or access to the Application Datalab PANTHEON

and/or the Client's data that is being processed by the Application Datalab PANTHEON by Connectors.

1.22 The **Client Data** are 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 Datalab PANTHEON as part of Client Data Storage or the use of the Application Datalab PANTHEON.

1.23 **Client Data Storage** is the storage of the Client's data on the Operator's Hardware.

1.24 The **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 Datalab PANTHEON software.

1.25 The **Subscription** is the price for PANTHEON Services that the Client pays the Operator for PANTHEON Services.

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

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

1.28 The **Activation Date** is the date when the activation of the Application Datalab PANTHEON as described in Article 2 of these Special Terms of Use for the Application Datalab PANTHEON is complete.

1.29 **Support Providers** are legal or natural persons that provide the Client support for the Application Datalab PANTHEON and other Service Desk Services or similar services (additional Support Provider services) based on a contractual or other relationship with the Provider of the Application Datalab PANTHEON. Support Providers shall have a certificate for providing support services for the Software Suite and other Service Desk services.

1.30 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 of the Application Datalab PANTHEON. 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 will process and save that e-mail message as a Help Desk Application incident.

1.31 **Upgrading** is the right to download the Upgraded Application Datalab 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 Special Terms of Use for the Application Datalab PANTHEON.

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

1.33 **Service Desk Services** are Service Desk Services provided by the Provider of the Datalab PANTHEON and which the Client receives in accordance with the Special Terms of Service Desk Services for the Application Datalab PANTHEON. They include support, assistance, maintenance, and implementation of new and unused features.

2. Activation of the PANTHEON Service

2.1 The Client concludes a PANTHEON Service Agreement with the Operator 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 Operator.

2.2 The Operator sends the Client's information as stated in the agreement to the Provider of the Application Datalab PANTHEON. Three (3) days after signing the PANTHEON Service Agreement, the Client receives the user name from the Provider of the Application Datalab PANTHEON through regular mail to the address provided in the PANTHEON Service Agreement, and a hyperlink through the provided e-mail address with which the Client can transfer and activate the Application Datalab PANTHEON, Serial Number, the Registered User Name and the User Password.

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

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 Datalab PANTHEON, which is published on the Provider's website.

3. Intellectual Property Rights for the Application Datalab PANTHEON

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

3.2 By signing the PANTHEON Service Agreement and accepting these Special Terms of Use for the Application Datalab 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 Datalab PANTHEON for the area defined in the PANTHEON Service Agreement within the terms defined by the Special Terms of Use for Application Datalab PANTHEON, and pursuant to the additional rights of the Client in connection to the Application Datalab PANTHEON as defined in the Special Terms of Use for the Application Datalab 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 Datalab PANTHEON or that the Provider of the Application Datalab PANTHEON did not legally acquire all intellectual property rights, which enable the Client to use the Application Datalab PANTHEON, the Provider of the Application Datalab PANTHEON is obligated to defend the Client from such a claim. The Client shall immediately notify the Provider of the Application Datalab PANTHEON about any claims made by third parties. Considering legal limitations, the obligation of the Provider of the Application Datalab 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 of the Provider of the Application Datalab PANTHEON, considering legal restrictions of the rights of the Provider of the Application Datalab PANTHEON, the Client may not reproduce parts or the whole of the Local Application, 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.

4.4 Without express written permission of the Provider of the Application Datalab PANTHEON, considering legal restrictions of the rights of the Provider of the Application Datalab 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 Datalab 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 Datalab 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.

6. Special Provisions on Personal Data

6.1 The Client agrees that the Provider of the Application Datalab PANTHEON may collect and use all personal data received from the Client in the framework of the use of the Application Datalab PANTHEON, which is part of PANTHEON Services, in accordance with the Provider's personal data protection policy, accessible on the website of the Provider of the Application Datalab PANTHEON, as well as applicable personal data protection legislation. All information about personal data that the Provider of the Application Datalab PANTHEON collects and processes in relation to the Client or individuals working with the Client based on an employment contract or other contractual relationship are accessible on the website of the Provider of the Application Datalab PANTHEON and on the Operator's website.

6.2 The Provider of the Application Datalab PANTHEON, except at the explicit request or petition made by the Client in the framework of support and maintenance, does not consult the data that the Client enters, stores or processes in the Application Datalab PANTHEON.

6.3 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.

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

7. Client Data Handling

7.1 The Client may use the Cloud Application and access to 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 User 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 has to 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 Datalab 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 Datalab PANTHEON performs automatic processing of Client Data, which the Client triggers by using the functions of the Application Datalab PANTHEON. The Provider of the Application Datalab PANTHEON has no control over that. The types of automatic processing of Client Data performed by the Application Datalab PANTHEON includes 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 Datalab PANTHEON or Support Provider during the activation or performance of the provisions of these Special Terms of Use for the Application Datalab 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 Datalab PANTHEON and other products or services.

The Provider of the Application Datalab PANTHEON is obligated to treat any data and/or trade secrets acquired during the performance of the provisions of these Special Terms of Use for the Application Datalab PANTHEON as secret and confidential and to not disclose them, and to act in accordance with the Companies Act of the Republic of Slovenia.

7.5 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 information.

7.6 The Provider of the Application Datalab PANTHEON shall ensure the Client that the Client Data in the Application Datalab PANTHEON are stored separately from other clients' and parties' data.

7.7 After the conclusion 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 Datalab 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 Service Desk Services (Ad-Hoc Service Desk Services)

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

8.2 Service Desk services can be provided in the following ways:

- Remotely using Help Desk application
- Remotely with other internet-based technology; provided through an Internet-based solution that is accessible at the User Site to the Client, the Provider of the Application Datalab PANTHEON, 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 of the Application Datalab 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 Provider of the Application Datalab PANTHEON and Support Providers have access to the remote support logs;
- Remotely over the telephone
- Remotely by email by sending an e-mail to podpor@datalab.si, which automatically creates an entry in the Help Desk Application.
- On the Client's premises by the staff of the Provider of the Application Datalab PANTHEON or the staff of a Support Provider.

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

8.4 For technical reasons, the Provider of the Application Datalab PANTHEON or Support Providers can provide support only for the latest upgraded version of the Application Datalab PANTHEON. The Client shall provide the technical capabilities for remote support according to the specifications provided by the Provider of the Application Datalab PANTHEON.

9. Upgrading the Application Datalab PANTHEON

9.1 The Provider of the Application Datalab PANTHEON will publish an upgraded Application Datalab PANTHEON at least four times a year. The upgrade of the Cloud Application is conducted by the

Provider of the Application Datalab 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 Datalab 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 Datalab PANTHEON, based on and pursuant to the Special Terms of Use for the Application Datalab PANTHEON, which apply to the Local Application.

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

10. Limited Warranty for the Application Datalab PANTHEON

10.1 The Provider guarantees the Client that the Application Datalab PANTHEON will work without errors within 90 (ninety) days from the Activation Date.

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

10.3 The Client is not entitled to the rights from this Article based on the limited warranty and the Provider of the Application Datalab 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 Datalab PANTHEON was caused by incorrect use according to the Special Terms of Use for the Application Datalab 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 Datalab PANTHEON to persons who are not certified Support Providers of the Provider of the Application Datalab 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 Software Suite according to paragraph 10.1 is caused by the use of or access to the Application Datalab PANTHEON by Connectors.

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

11. Exclusion of Liability of the Provider of the Application Datalab PANTHEON

11.1 The Provider of the Application Datalab 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 Datalab 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 Datalab 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 Datalab PANTHEON by Connectors.

11.4 The total liability of the Provider of the Application Datalab PANTHEON is in no case higher than 1 (one) monthly subscription in the last 3 months before the damages claim, excluding default interest and taking into account only minimal legal limitation of exclusion of liability.

12. Consequences of Violations

12.1 If the Client violates any of the provisions of these Special Terms of Use for the Application Datalab PANTHEON, the Provider of the Application Datalab PANTHEON may immediately prevent the Client from accessing the Application Datalab PANTHEON. The Provider of the Application Datalab PANTHEON may also cancel all permissions to use the Application Datalab PANTHEON and demand from the Client they delete the Application Datalab PANTHEON from all Workstation, without having to give the Client a deadline to remedy the violations. If the Provider of the Application Datalab PANTHEON cancels the permission to use the Application Datalab PANTHEON, the provisions of these Special Terms of Use for the Application Datalab PANTHEON pertaining to data export apply.

12.2 If the Client violates the provisions of these Special Terms of Use for the Application Datalab PANTHEON by unduly and in violation of the provisions of this these Special Terms of Use for the Application Datalab PANTHEON allowing the use of or access to the Application Datalab PANTHEON by Connectors, the Provider of the Application Datalab PANTHEON may demand that the Client immediately, or within 30 days of the Provider's request at the latest, 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 of the Application Datalab PANTHEON may prevent the Client from accessing the Application Datalab PANTHEON. Additionally, the Provider of the Application Datalab PANTHEON may cancel all permissions to use the Application Datalab PANTHEON and demand from the Client they delete the Application Datalab PANTHEON from all Workstation, without having to give the Client a deadline to remedy the violations. If the Provider of the Application Datalab PANTHEON cancels the permission to use the Application Datalab PANTHEON, the provisions of these Special Terms of Use for the Application Datalab PANTHEON pertaining to data export apply.

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

12.4 In case the Client violates the provisions of this contract, the Provider of the Application Datalab PANTHEON is entitled to compensation of any damage that would occur as a result of the breach.

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

13. Final Provisions

13.1 The Client shall dutifully respond to messages and notifications of the Provider of Application Datalab 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 Datalab PANTHEON or the Provider of the Application Datalab PANTHEON for 3 (three) years after the PANTHEON Service Agreement has ended, including other confidential information that they learned for the duration of the PANTHEON Service Agreement.

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

13.4 If any of the provisions of these Special Terms of Use for the Software Suite Datalab PANTHEON might prove to be void, other provisions are not affected and remain effective.

13.5 The Special Terms of Use for the Application Datalab PANTHEON are all terms for the use of the Application Datalab PANTHEON and they replace any other agreements about the use of the Application Datalab PANTHEON in a hosted environment, except if the Special Terms of Use for the Software Suite Datalab PANTHEON define that they are supplemented by other agreements or documents.

13.6 A court in Ljubljana with proper jurisdiction over the subject matter in question has jurisdiction over any dispute arising from the Special Terms of Use for the Application Datalab PANTHEON. The law of the Republic of Slovenia applies.

Valid From: 25 May 2018