

General Terms and Conditions of Service of SIEL, d.o.o.

The General Terms and Conditions of Service (hereinafter referred to as the GTC) of SIEL, d.o.o. (hereinafter referred to as SIEL) define the terms, scope and methods of provision or performance of services, and the rights and obligations between SIEL, subscribers and users of services.

Article 1 (Introductory provision)

(1) The General Terms and Conditions of Service are a legal agreement between the end-user (individual natural or legal person) and SIEL, concluded between the Client (hereinafter referred to as the "Client") and SIEL (hereinafter referred to as the "Contractor").

(2) The relationship between the Contractor and the Client shall be governed by the Subscription Agreement, the General Terms and Conditions (hereinafter referred to as the GTC), the applicable SIEL Price List and applicable law. If the GTC and any special agreements do not accord, the special agreements shall prevail.

Article 2 (Definition of terms)

In the General Terms and Conditions, the following terms shall have the following meanings, unless the context dictates otherwise:

"Contractor's website" means the structure of all the Contractor's websites and sub-sites at www.siel.si.

"Server environment" means the infrastructure of the Contractor that enables the operation of the Client's virtual servers.

"Set-up and monitoring" means setting up and monitoring the server according to pre-agreed technical specifications and with agreed software versions; monitoring virtual servers, notifying faults and helping to resolve faults. All services listed above are provided in accordance with the contract, addenda, offer and the current SIEL Price List.

"Updating of the operating system and applications" means that the Contractor, in accordance with the contract, updates the operating system and the agreed applications in cooperation with the technical contact on the Client's side, as requested each time by the Client. All services listed above are provided in accordance with the contract, addenda, offer and the current SIEL Price List.

"Data Loss Prevention" means the storage of the Client's data on a high-availability disk system.

"Backup" means the creation of a backup copy of the server and the creation of a daily incremental backup copy of the server in accordance with the terms of the contract, addenda, and/or offers.

"Server errors" are classified into 3 categories: critical error, serious error and minor error. They are treated according to category.

"Reachability of the Contractor" for communication through predefined communication channels of both parties.

"Server environment performance monitoring" means monitoring CPU load, memory usage and disk space, notifying when parameters exceed normal operating limits. Troubleshooting assistance shall be provided at the request of the Client and shall be charged in accordance with the applicable SIEL Price List.

"Proactive server environment monitoring and management" means monitoring CPU load, memory usage and disk space, notifying when parameters exceed normal operating limits and help resolving faults. Service monitoring, error notification and troubleshooting assistance shall be conducted in agreement with the Client. The installation of security patches for the operating system and the agreed software shall be carried out each time at the Client's written request. Expert advice and assistance in optimising the Client's infrastructure and designing new solutions shall be provided in agreement with the Client.

"Server maintenance" means monitoring CPU load, memory usage and disk space occupancy, notifying when parameters exceed normal operating limits. Troubleshooting assistance shall be provided at the request of the Client and shall be charged in accordance with the applicable SIEL Price List.

Article 3 (Subscription)

(1) The subscription relationship shall be established upon the signing of the subscription Agreement or upon payment of the official offer or invoice of the service Contractor.

(2) The Client shall receive access to the environment agreed in the contract, addenda, offer or invoices upon entering into the relationship. All communication shall be in writing, through pre-agreed channels.

Article 4 (Notification of changes)

(1) The Contractor undertakes to notify the Client of any changes to the subscription, cancellations of the subscription, maintenance work or any technical problems as follows:

- subscription changes: by email 5 days before the planned changes;
- cancellations of subscription: the cancellation must be in writing and signed and stamped. The cancellation shall take effect on the date it is sent by mail;
- maintenance work: by email two days before the work is due to be carried out;
- technical issues: by phone or email when an issue occurs.

(2) The Client shall notify the Contractor of all requested changes to the subscription, cancellation of the subscription, agreement on technical specifications, changes or problems with the services, as follows:

- subscription changes: by email 5 days before the planned change;
- cancellations of subscription: the cancellation must be in writing and signed and stamped. The cancellation shall take effect on the date it is sent by mail;
- technical specification arrangements: in writing or by support service email;
- service issues: by email when an issue is noticed or by phone in emergencies;
- changes and/or additions to the service: in writing or by email.

The Client will report any problems to podpora@siel.si. The notification must include the name of the services to which the problems relate, a detailed description of the problems detected and an indication of any activities already carried out by the Client to remedy the problems. The Client shall use only the pre-agreed contacts for communication with the Contractor. The Client shall keep all changes to the contact details up to date in the SIEL Portal or communicate them to info@siel.si. If the Client cancels the subscription, in whole or in part, they must inform the Contractor or the issuer as to which of the issuer's software has been cancelled, otherwise the Contractor shall be entitled to charge the licence fee for the software that has been installed.

Article 5 (Obligations of the parties)

(1) The Client shall be responsible for:

- using the services in accordance with the applicable laws and regulations;
- the content of the services and their transmission and maintenance;
- the ethics and appropriateness of the services it has contracted from the Contractor and offers to its clients;
- using the services subscribed to from the Contractor in a responsible way that will prevent abuse. Examples of abuse shall include but not be limited to the following:
 - any unauthorised access to or use of the subscribed services;
 - any unauthorised excessive usage of the capacities of the services, server, server processors, memory or bandwidth;
 - any use of the Contractor's services contrary to the applicable laws and regulations;
 - any use of software, including the operating system, for which the Client has no licence or if its licences do not comply with the software manufacturer's licensing model or with the installation and/or use in shared hosted virtual server environments;
 - if the content on the Client's virtual servers or the content of the Client's websites violates copyrights, trade or service marks, patents, laws or proprietary rights of third parties;
 - if the content on the Client's virtual servers or the content of the Client's websites is ethically controversial, which includes, but is not limited to pornography, privacy violations, computer viruses and worms.

(2) The Contractor shall be exonerated from all liability for damage caused to, but not limited to:

- damage or liability resulting from access or transfer delays or interruptions;
- damage or liability resulting from the non-transfer or incorrect transfer of data;
- damage or liability resulting from natural factors or force majeure;
- damage or liability resulting from the unauthorised use or abuse of the Client's username or password;

- damage or liability resulting from any system development and interruption to the operation of the Client's services, websites or email;
- damage or liability resulting from a third party's intrusion into the Client's system and the resulting misuse of the system and/or data;
- damage or liability upon the expiry of domains not under the care of the Contractor;
- damage or liability resulting from the failure of the Client to provide the Contractor with adequate information or instructions, or to provide the Contractor with an adequate request for the protection of particular functions, parameters or modules;
- damage or liability resulting from any claims for loss of profits, for anticipated and unrealised savings, damage arising from third-party claims against the Client, indirect damage, consequential damage, damage resulting from interruption of operations, as well as damage to the recorded data, provided that the defects were not caused by the Contractor's acts or omissions;
- all direct and indirect damage or liability incurred by the Client as a result of the failure of the IT equipment or system, if the failure of the IT equipment or system is due to unforeseen malfunctions or latent defects of the hardware or software manufacturer.

(3) If the Client does not follow the Contractor's recommendations for the proper functioning of the system (procedures, upgrades, monitoring, etc.), which the Contractor has communicated to the Client in an appropriate manner, the Contractor shall not be liable for the improper functioning and shall not be held liable for any direct or indirect damages incurred.

(4) The Contractor does not guarantee the availability and reliability of the services of the Client's external contractors. The Contractor shall ensure the optimum performance of the services of the Client's external contractors within the scope of the duty of good stewardship and good professionalism of the Client's IT environment which is the subject of the subscription agreement. The Contractor reserves the right to disable the services and access to the content in the event of a breach of these rules by the Client.

(5) In no event shall the Contractor be liable for the Client's content of the agreed services. Furthermore, the Contractor shall not be responsible for any other obligations of the Client to any third parties or customers that are outside of the scope of the Client obligations specified in contracts or addenda.

(6) The Contractor and its partners shall not be liable for any direct, indirect or consequential damage whatsoever arising out of the use of or inability to use any of the Contractor's services.

(7) The Contractor's total liability for the services described in the mutual agreements, related addenda, offers or invoices shall be limited, for each breach, to the amount paid by the Client for the individual project in respect of which the breach occurred during the current month, or up to 50% (fifty per cent) of the value of the annual payment for the individual project in respect of which the breach occurred, if the Client pays an annual subscription fee. In all cases of breach, the Contractor shall be liable for damages for breach of the Contract, Addenda or the offer, but only to the extent that the parties foresaw or ought to have foreseen at the time of the conclusion of the Contract, as a possible consequence of the breach of the Contract, in light of the facts then known to them or which ought reasonably to have been known to them.

(8) The Client will submit a written request to **podpora@siel.si** for any intervention in the services ordered, with detailed instructions for the implementation and protection of any personal data. The Contractor reserves the right to refuse to carry out the works in the request if it considers that the works or performance required will adversely affect the operation of the Contractor's environment or the Client's service. The Contractor shall carry out the work in accordance with the Contract, the relevant Addenda, the offer, the invoices, GTC and the applicable SIEL Price List.

(9) The Client shall be obliged to warn the Contractor in writing whenever personal data are contained in the Client's system. In this case, the Contractor will present the Client with a set of measures, in accordance with the current rules governing the protection of personal data, and will provide the Client with an agreement on the processing of personal data for signature, in which the Client and the Contractor will regulate their mutual obligations with regard to the protection of personal data.

(10) The Contractor shall ensure the deletion of all the Client's data and any backups from its systems as of the date of termination of this Agreement.

(11) The Client expressly agrees to the foregoing and accepts all liability arising from the foregoing.

Article 6 (Licensing and use of software – applies if using Microsoft licences and software)

- (1) If the Client orders the installation of Microsoft software or applications (hereinafter referred to as the software) in accordance with the confirmed quotation, the Client is bound by and fully accepts and understands the software licence terms and conditions for the use of Microsoft end-user software (issued by Microsoft Corp.) and the General Terms and Conditions for the Volume Licensing of Microsoft Programs and Applications (issued by SIEL, d.o.o.), which are available on the websites of Microsoft and SIEL.
- (2) End-user licence conditions – the terms and conditions of use of the Microsoft software (issued by Microsoft) shall apply to volume licensing of the Microsoft software and make the Client fully bound in relation to the product issuer through a rights transfer chain, as well as in relation to the Contractor, who shall transfer the product use rights to the Client as an end user.
- (3) The Contractor or product issuer may change the general conditions referred to in the previous paragraphs at any time without any advance notice.
- (4) The product issuer – Microsoft – is not a party to this agreement, but is a beneficiary under the Contract, its Addenda and GTC, meaning that it is entitled to enforce its provisions and check whether they are being met.
- (5) Installations of the Microsoft licence software in the hired server environment may be carried out only by the Contractor or its authorised person. The Contractor shall provide a licence for the installed software in accordance with the volume licensing programme and general conditions.
- (6) The licence(s) for the Microsoft software installed in the leased server environment may only be granted by the Contractor, who shall charge the Client monthly for a licence fee in accordance with the applicable issuer's pricelist.
- (7) For the purposes of verifying the validity of installed licences, the Client hereby undertakes to report to the Contractor or issuer which Microsoft software it has installed in the server environment provided by the Contractor.
- (8) The Client shall not install the Microsoft software independently and/or without the Contractor's knowledge. If the Client installs the Microsoft licenced software in the server environment independently and/or without the Contractor's knowledge, it shall be bound to pay a monthly licence fee in accordance with the applicable issuer's pricelist, from the installation onwards, together with any surcharge under the applicable issuer's (Microsoft's) pricelist due to unauthorised installation.
- (9) The Client's obligation to pay the licence fee in the events referred to in the previous article shall also apply if the Client obtains a licence for using the installed software from another person.
- (10) If the Client violates the provisions of this or the previous article, it shall be deemed a serious breach of the contractual provisions by the Client, and the Contractor may immediately terminate the contractual relationship and limit the Client's access to the provided server environment for the purposes of providing evidence in procedures related to enforcing copyrights and intellectual property rights, until the case is finally resolved.

Article 7 (Payment terms)

- (1) The Contractor will issue an e-invoice at the end of the month for services rendered during the current month, with a payment deadline of 8 days from the date of the e-invoice. In the event that the Client has not received the invoice for the previous month's services by the tenth (10th) of the month, the Client shall notify the Contractor, failing which the Client shall be deemed to have received the invoice on the day after it was sent.
- (2) The Client may reject the invoice within eight (8) days, otherwise the Client shall be deemed to have accepted it. The Contractor shall decide whether or not to accept the rejection within a maximum of eight (8) days. The submission of a rejection shall not postpone the due date for payment of the invoice.
- (3) In the event of late payment, the Contractor may charge the cost of a reminder and statutory default interest.
- (4) In the event of termination of the relationship, the past lump sums of the relationship for the current month shall become due.
- (5) Other additional services shall be charged in accordance with the applicable SIEL Price List.
- (6) The Contractor shall be obliged to comply with any changes to the purchase order only at the written request of the Client. The Contractor is entitled to reimbursement of all costs incurred and a payment for the additional work performed in accordance with the applicable SIEL pricelist.

Article 8 (Duration and termination of the relationship)

- (1) The subscription relationship shall be for an indefinite period, unless otherwise agreed, and shall take effect from the date of signature of the Contract or payment of the official offer or invoice from the Contractor.
- (2) Either party may terminate the subscription at any time without cause by giving 30 days' notice. The cancellation must be in writing and signed and stamped, if the Client operates with a stamp. The cancellation shall take effect from the date on which the cancellation is sent by mail.
- (3) If the subscription is terminated earlier than 6 months after the subscription was concluded at the will of the Client, the latter shall be obliged to pay to the Contractor the administrative costs of the subscription management in accordance with the applicable SIEL price list.
- (3) In the event of serious breaches of the obligations of the subscription relationship by the Contractor or the Client, the Client or the Contractor may withdraw from the subscription relationship before the expiry of the notice period. In this case, the withdrawal shall be valid if the Client or the Contractor has previously given the other party a written notice by ordinary mail to remedy the breaches and a time limit for remedying the breaches of not less than 30 days, and the other party has failed to remedy the breaches within the time limit. The withdrawal shall take effect from the date on which the withdrawal is sent by mail.
- (4) The Contractor may, at its own discretion, withdraw from the subscription. The Contractor shall notify the Client of the withdrawal in the manner specified in these GTC. If the withdrawal is not a result of the Client's fault, the Contractor shall return a proportionate amount of the payments made. If that is not the case, the Contractor is not required to return such amount of the payments made.
- (5) If the Client has two overdue instalments to pay, the Contractor may rescind the Agreement. Prior to the rescission, the Contractor shall notify the Client of its unfulfilled obligations and request that the Client make the payments in a short period of time. If the Client fails to meet the Contractor's request, the access to servers and/or services shall be suspended, and the data and software shall be appropriately secured. The Client shall be entitled to take possession of the data and software at the company's or server's address within one month. If the Client fails to respond during that period, if it fails to discharge its obligations and/or take possession of the data/software, the Contractor reserves the right to terminate the Client's service and erase any data without any liability. This shall not affect the Client's obligation to pay the Contractor all due receivables.
- (6) Notwithstanding paragraph 1 of this Article, the Client shall be entitled to keep the subscription in force if immediately, and no later than 5 days from the termination of the subscription, the Client settles the amounts due and pays the administrative costs of the subscription administration in accordance with the SIEL Price List in force.

Article 9 (Support)

The Contractor shall provide support to the Client by e-mail at podpora@siel.si on weekdays during working hours and outside working hours in accordance with specific arrangements. The Contractor shall provide assistance to the Client exclusively for questions and problems relating to the operation of the leased services. The Contractor shall use the contact details provided by the Client at the time of the conclusion of the Agreement for all communication with the Client. Any additional services provided by the Contractor to the Client beyond the agreed scope shall be invoiced by the Contractor to the Client in accordance with the applicable SIEL Price List.

Article 10 (Maintenance work)

Maintenance work is divided into emergency maintenance, periodic maintenance and maintenance as proposed. Emergency maintenance is carried out in emergency situations where a system failure would otherwise occur. The Client shall receive a report on the works no later than after the defects have been established and rectified. Periodic maintenance work is carried out on all systems, at various intervals (most often at night), in the form of upgrades, inspections and testing. Maintenance work as proposed shall be carried out at the request of the Client (e.g.: operating system and software updates) or according to general IT security guidelines.

Article 11 (Ownership of and access to information)

All information provided to the Contractor by the Client or stored by the Client or its contractual partners in the Contractor's server environment shall be the property of the Client or the Client's contractual partners. The Client may, at any time during the term of the relationship, gain access to information stored, collected or generated in

the operation of the server environment and may at any time request the deletion of such information, provided that such deletion is in accordance with the applicable legislation of the Republic of Slovenia. All data stored on active systems is deleted, while data on backups is deleted in accordance with the contractual retention period.

Article 12 (Trade secrets and data confidentiality)

(1) The subscription parties agree that the contents of the subscription documents, the products and other information (such as know-how, business model, etc.) of the parties to the subscription contract are confidential and will be handled and dealt with in a manner that prevents unauthorised disclosure thereof (hereinafter referred to as protected information). The parties to the subscription contract undertake to secure, protect, and store with the highest level of confidentiality all access to the protected information related to these GTC and all associated documentation, regardless of the form in which it is expressed, ensuring that only authorized persons shall have access to such information. In the event of non-compliance, each contracting party shall be liable to the other for any damage that may result from such breach.

(2) All protected data is the sole property of the respective party to the subscription contract. If the other party to the subscription contract is already aware of them or has been informed of them from other sources, it must inform the other party to the subscription contract in writing and make the information available for inspection.

(3) The obligation of confidentiality of protected information under these GTC shall be of a continuing nature until the other party to the subscription contract decides otherwise or until the information is deemed to be public.

(4) In accordance with the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No. 163/22) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), the parties to the subscription contract agree not to use any personal data in contravention of the provisions of this Act and the Regulation. The parties to the subscription relationship shall also ensure conditions and measures to ensure personal data protection and prevent any abuse in terms of the provisions of the stated act and the regulation.

(5) The parties shall treat all mutual agreements, information and documentation which are the subject of this relationship as confidential documentation or trade secrets and shall not use them for their own benefit or disclose them to any third party, outside of organisations which are not involved in the performance of the tasks under the business relationship. The protection of trade secrets also applies to all employees who have been apprised of a trade secret during the course of their employment. The obligation to protect trade secrets continues for 2 (two) years after the termination of the business relationship.

(6) In accordance with the Personal Data Protection Act (ZVOP-2), the parties agree not to use any personal data in contravention of the provisions of that act. The parties shall also ensure conditions and measures to ensure personal data protection and prevent any abuse in terms of the provisions of the stated act.

Article 13 (Force majeure)

The Contractor may invoke force majeure if it notifies the Client in writing and on presentation of appropriate evidence within a maximum period of two weeks from the occurrence of the situation resulting from the force majeure. In the event of force majeure, the Contractor shall have the right to terminate the Contract unilaterally, without legal dispute and without liability for damages.

14 (Final provisions)

(1) The Contractor reserves the right to amend these General Terms and Conditions. The Contractor shall notify the Client of any amendment to the General Terms and Conditions on its website **www.siel.si**.

(2) The Contractor is free to amend these General Terms and Conditions or to change the service offer. Any such amendment shall become effective when published on the Contractor's website. The Client agrees to periodically visit the Contractor's website to keep informed of any changes. The Client will also be informed of changes by email. If the Client does not agree to the amendment, the Client may terminate this relationship by sending the notice of termination to the Contractor by ordinary mail within 15 days of the amendment taking effect. Termination of the

subscription shall become effective when the Contractor acknowledges receipt of the written notice of termination from the Client. By using the services after the expiry of this term, the Client agrees to comply with and be bound by any amendments to the General Terms and Conditions.

(3) The legal relationship between the Client and the Contractor shall be governed by the laws of the Republic of Slovenia. Any dispute that cannot be settled amicably by the contracting parties shall be settled by the competent court in Celje.

These General Terms and Conditions shall enter into force on 1 January 2025.