



## Agreement on using SIQ on-line customer portal

between

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represented by

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(hereinafter referred to as the "PARTNER")

and

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SIQ Ljubjana, Tržaška cesta 2, SI-1000 Ljubljana, Slovenia

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represented by Igor Likar, managing director

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(hereinafter referred to as "SIQ").

### WHEREAS

- a) The PARTNER has submitted project(s) for testing, certification and/or other services to be performed by SIQ.
- b) SIQ shall enable the PARTNER the access to its portal with the sole purpose to follow the phases of the said testing, certification proceedings and/or phases of other services to be performed by SIQ.
- c) SIQ has appointed one or more responsible engineers to work on the submitted projects.
- d) The portal is accessed via a web browser at address <https://portal.siq.si/>. The backbone of the portal is Microsoft Dynamics CRM with custom modules developed by Avtenta d.o.o.
- e) The USERS with the access to the portal are listed in Section 14 of this Agreement.

### NOW THEREFORE IT IS AGREED AS FOLLOWS

1. SIQ hereby allows the PARTNER the access to its portal and the use thereof to the extent necessary to establish the phase of the testing and certification proceedings and the phases of the services already performed by SIQ. The access to the portal is allowed only to the users listed in Section 14 of this Agreement.
2. The PARTNER hereby covenants to use the portal exclusively for the purpose stated in Section 1 of this Agreement. If the PARTNER, when using the portal, by accident, by malfunction or in any other way becomes aware of any information, or has access to any

information which does not present data to which it is entitled in compliance with Section 1 of this Agreement, it shall immediately advise SIQ of all pieces of such information and all circumstances in which such information has become known to it. The PARTNER obliges itself to keep such information strictly confidential, and not to disclose it to any third party and hand over to SIQ any medium which bears such information or to destroy it if so required by SIQ. The PARTNER shall cooperate fully with SIQ in remedying the consequences of such access and/or knowledge of such information.

3. All information disclosed by one party to the other and information stipulated in Section 2 of this Agreement shall be kept confidential unless it can be demonstrated (i) to be in the public domain before disclosure, or (ii) that it has become available in the public domain after the disclosure through no fault of the receiving party, or (iii) to have been rightfully in the possession of the receiving party prior to its acquiring knowledge of such information from the other party or as provided in Section 2 of this, as shown by the receiving party's files, or (iv) is required to be disclosed under law.
4. Except as otherwise expressly permitted in this Agreement, neither the PARTNER nor SIQ shall disclose confidential and proprietary information of the other party to any third person, neither to corporate company without prior written consent of the party from whom such information was originally obtained or by prior written consent of SIQ for information stipulated in Section 2 of this Agreement.

Each party undertakes to cause its employees, and the PARTNER additionally the users listed in Section 14 of this Agreement, not to disclose confidential and proprietary information to any third party, including its affiliates, agents or advisers nor use the confidential information received from the other party for purposes other than the purpose of this Agreement without the express prior written consent of the disclosing party and in case of Section 2 of SIQ.

5. If the PARTNER breaches its obligation to use access to the portal and obligation to use the portal only for the purpose stipulated in Section 1 or tries to breach such obligation and/or if it breaches its obligation not to disclose or tries to disclose confidential information, SIQ shall immediately prevent the PARTNER's access to the portal and the use of the portal and shall claim compensation for any damage arising from such a breach.
6. The PARTNER and its employees are solely responsible for all access information including usernames and passwords. It is mandatory that each user has its own access data.
7. With the use of the portal the PARTNER also accepts Microsoft standard terms of using MS Dynamics CRM software.



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8. Any provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without affecting the remaining provisions hereof.
9. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of SIQ and the PARTNER.
10. In the event that any provision is held to be void or unenforceable, the parties shall modify such provision and supplement any resulting commissions in this Agreement in a way that most accurately reflects the intentions of the parties, with particular regard to preserving and protecting the confidentiality of the confidential information.
11. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Slovenia and the parties hereto shall submit to the jurisdiction of the Slovene Courts in relation to any dispute arising between them concerning the subject matter hereof.
12. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written Agreement executed by both parties hereto. This Agreement supersedes all prior discussions or understandings between the parties with regard to the subject matter of this Agreement.
13. This Agreement is made in two copies of equal legal force, one for each party.



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**14. USERS**

1. \_\_\_\_\_  
(Full name) (email) (RE\*)
2. \_\_\_\_\_  
(Full name) (email) (RE\*)
3. \_\_\_\_\_  
(Full name) (email) (RE\*)
4. \_\_\_\_\_  
(Full name) (email) (RE\*)
5. \_\_\_\_\_  
(Full name) (email) (RE\*)
6. \_\_\_\_\_  
(Full name) (email) (RE\*)
7. \_\_\_\_\_  
(Full name) (email) (RE\*)
8. \_\_\_\_\_  
(Full name) (email) (RE\*)
9. \_\_\_\_\_  
(Full name) (email) (RE\*)
10. \_\_\_\_\_  
(Full name) (email) (RE\*)

\*RE - Recurring email: YES or NO; blank = YES.

**IN WITNESS WHEREOF**

the parties have signed this Agreement as of the date first written above.

For and on behalf of

For and on behalf of SIQ

PARTNER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature