

TERMS OF USE OF THE SPAN.ZONE PLATFORM

1. INTRODUCTORY PROVISIONS

- 1.1. The Terms of Use of the Span.Zone platform ("Terms" or "Agreement") govern access to and use of the Span.Zone platform through which Span d.d. ("Span" or "We") provides you ("Client") with Span's services and products and/or third-party services and products via the Span.Zone platform.
- 1.2. The Span.Zone platform is operated by Span d.d., with its registered office in Zagreb, Koturaška cesta 47, registered with the Commercial Court in Zagreb under company registration number (MBS): 080192242, personal identification number (OIB): 19680551758.
- 1.3. Span will enable you to independently manage products and services, including billing reports through the Span.Zone platform (self-service), for the administration of ordered products and services in accordance with these Terms and the third-party terms applicable to the relevant products and/or services.

2. DEFINITIONS

- 2.1. In addition to all definitions set out in the Agreement, the following terms have the following meanings:

- a) **"Client"** or the User, means the entity that has concluded an Agreement with Span for the delivery of IT solutions and provision of IT services for the purpose of purchasing and using IT products and services and that uses the Span.Zone platform for its business needs. The entity may only be a person conducting business activity (e.g. a legal entity, craft business, self-employed activity, etc.). Due to the nature of the services, natural persons may not use this platform.
- b) **"Authorized User"** means an individual who has been granted the right to use the Span.Zone platform on behalf and for the account of the Client, whether as an employee or representative of the Client, under the Client's sole responsibility. The Authorized User shall also be the **Authorized Span.Zone Platform Administrator**, meaning a natural person authorized by the Client to administer, order and manage user accounts on the Span.Zone Platform and to undertake other actions related to the use of the Span.Zone Platform.
- c) **"User Account"** means an account created by you in your own name or created by Span on your behalf for the purpose of accessing and using the Span.Zone platform.
- d) **"Service Usage Data"** means information about the products and services used, quantities and types of such goods, and all related information necessary for providing products and services through the Span.Zone platform.
- e) **"Client Data"** means all data and information that the Client or Authorized Users, based on authorization, enter or transmit on the Span.Zone platform.
- f) **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- g) **"Services"** refer to services provided and available for ordering and/or management on the Span.Zone platform, including but not limited to integrations, migrations, etc.
- h) **"Products"** refer to offered products available for ordering and/or management on the Span.Zone platform, including but not limited to licenses, subscriptions, etc.
- i) **"User Instructions"** means information on procedures, methods or processes related to the Span.Zone platform.

- j) **“Span.Zone”** is a digital platform for business users through which users may purchase and manage their cloud services and licenses.
- k) **“General Terms for the Use of IT Solutions and Provision of IT Services”** are the general terms for ordering, purchasing and using IT products and services that form an integral part of the Agreement for the delivery of IT solutions and provision of IT services, and that apply when the User, on the basis of that agreement, wishes to order, purchase and use IT products and services (hereinafter: General Terms).
- l) **“Agreement on the Delivery of IT Solutions and Provision of IT Services”** means the agreement under which the User is authorized to order, purchase and use Microsoft products and services, Google products and services, and support and maintenance services provided by Span (hereinafter: Master Agreement).

3. SPAN.ZONE USER ACCOUNT

- 3.1. Each user account must be associated with a person identified by name and a valid email address.
- 3.2. You may create a user account independently, or Span may create it for you in accordance with the provisions of the Master Agreement.
- 3.3. When creating a user account for the use of or access to the Span.Zone platform, you must provide complete and accurate information requested in the registration form, and you are required to maintain and update such information so that it is always complete and accurate. You will also be required to enter a username and password. You are fully responsible for maintaining the confidentiality of your password and for all activities, whether performed by you or by others, that occur under your username and password or user account. You may not at any time use a third party's user account, username or password, and you may not allow anyone other than Authorized Users to access or use the Span.Zone platform from your user account. You agree to notify Span immediately of any unauthorized use of your user account, username or password. Span assumes no liability for any losses arising from the use of your user account or username and password by third parties, regardless of whether you knew about such use. You may be held liable for any losses incurred by Span, our affiliates, officers, directors, employees, consultants, agents and representatives due to the use of your user account or password by third parties.
- 3.4. If Span opens a user account for you to access the Span.Zone platform, the provisions of the preceding paragraph shall apply, and the user credentials will be delivered by email to the authorized person, after which Span will no longer access Span.Zone on your behalf.
- 3.5. When creating a user account, the client is automatically assigned **GDAP (Granular Delegated Admin Privileges)**, which enables the client to precisely determine what the Microsoft partner, i.e. Span, may do in its environment. Span no longer has automatic full access, but only the access approved by the client. This increases security and gives the client greater control. Details about this function are available at: [Granular delegated admin privileges \(GDAP\) introduction - Partner Center | Microsoft Learn](#).
- 3.6. You control the access of Authorized Users to the Span.Zone platform and are responsible for ensuring that such persons use the Span.Zone platform in accordance with this Agreement.
- 3.7. Span may, independently or upon your request, suspend or terminate the access of any Authorized User to the Span.Zone platform if it reasonably determines that:
 - a) the client's or the client's Authorized User's use of the Span.Zone platform (i) poses a security risk to Span.Zone or any third party, (ii) may adversely affect our systems, Span.Zone, or the systems or content of any other Span client on the Span.Zone platform, (iii) may cause damage to Span or any third party, or (iv) may be fraudulent;
 - b) you or any of your Authorized Users breach these Terms or any integral part thereof.
 - c) in the event of an urgent security issue, we may suspend access to the Span.Zone platform or the related authorized user account. The suspension will be carried out to the minimum extent necessary and for the minimum period required to prevent or resolve the security issue.

We reserve the right, at our sole discretion, to deactivate or permanently delete your user account, tenant and/or other related data in the event of inactivity for a continuous period of 12 (twelve) months.

If you register on Span.Zone but do not conclude the relevant commercial agreement with us for the purchase of Products and/or Services within 60 (sixty) days from the date of registration, we reserve the right, at our sole discretion, to delete such user account, including all related data and any tenants created.

Upon deletion of the user account or tenant under this Article, the User shall lose access to all related data and platform functionalities, without any right to recover them, unless otherwise required by mandatory law.

4. GENERAL OBLIGATIONS OF THE CONTRACTING PARTIES

- 4.1. Span undertakes to perform the agreed Services with all necessary skill, diligence, prudence and care as may reasonably be expected from a service provider that is competent and experienced in this field.
- 4.2. We undertake to provide you, upon your reasonable request, with updated User Instructions, subject to Span's and third parties' confidentiality restrictions.
- 4.3. You are responsible for every order or change made through any of your user accounts. You are responsible for: (i) assigning appropriate permissions to each Authorized User, (ii) the use of your data by your Authorized Users, and (iii) all acts or omissions occurring under any of your Authorized User accounts, regardless of whether you authorized such activities or whether they were undertaken by you, your Authorized Users or any third party outside your control. You hereby confirm that you have informed your Authorized Users of their responsibilities and obligations under this Agreement and that they agree to them.
- 4.4. If you become aware of a breach of an obligation under this Agreement by any of your Authorized Users, or of any possible misuse of your user accounts or authentication credentials, or of any security incident related to the Span.Zone platform, you must immediately notify Span, suspend such Authorized User's access to the Span.Zone platform and cooperate with Span in resolving the suspected breach.
- 4.5. You are solely responsible for all information, instructions and materials that you provide to Span for the purposes of this Agreement. Span assumes no responsibility for any errors or deficiencies caused by or related to your information, instructions and/or materials.

5. RESTRICTIONS OF USE

- 5.1. By using the Span.Zone platform, you expressly agree that you will not engage in any activity or transmit any information that, at our sole discretion:
 - a) is unlawful or violates any law or regulation;
 - b) advocates illegal acts or discusses illegal acts with the intent to commit them;
 - c) infringes any third-party right, including but not limited to the right to privacy, publicity rights, copyright, trademark, patent, trade secret or any other intellectual property or proprietary rights;
 - d) is harmful, threatening, abusive, harassing, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, obscene, lewd, constitutes hate speech, violent or incites violence, offensive or otherwise objectionable;
 - e) interferes with the use of the Span.Zone platform by any other party;
 - f) constitutes an attempt at impersonation;
 - g) is commercial in a manner that violates these Terms, including but not limited to using the Span.Zone platform for spam, surveys, contests, pyramid schemes or other advertising materials;
 - h) falsely states, misrepresents or conceals your affiliation with another person or entity;
 - i) accesses or uses another user's account without permission;
 - j) distributes computer viruses or other code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or electronic communications equipment;
 - k) interferes with, disrupts, disables, overburdens or destroys the functionality or use of any feature of the Span.Zone platform or the servers or networks connected to the Span.Zone platform;
 - l) "hacks" or accesses, without authorization, our proprietary or confidential records or the records of another client;

- m) improperly requests personal or sensitive data from other clients, including, without limitation, address, credit card or financial account information, or passwords;
- n) decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Span.Zone platform, except as expressly permitted under these Terms or by law, and even then only to the extent permitted by applicable law without consent;
- o) removes, circumvents, disables, damages or otherwise interferes with security features or features that impose restrictions on the use of the Span.Zone platform;
- p) uses automated or manual means to violate the restrictions in any robot exclusion messages on the Span.Zone platform, if any, or circumvents other measures used to prevent or restrict access, for example by engaging in practices such as “screen scraping” or “database scraping” or any other activity for the purpose of obtaining lists of users or other information;
- q) modifies, copies, collects or indexes, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercializes any material or content on Span.Zone;
- r) uses Span.Zone for *benchmarking* or for collecting information for a product or service;
- s) downloads, except through page caching necessary for personal use or as otherwise expressly permitted by these Terms, distributes, publishes, transmits, performs, reproduces, broadcasts, duplicates, transfers, licenses, creates derivative works from or offers for sale any content or other information contained on, obtained from or through the Span.Zone platform, in any manner not provided for in these Terms or without Span’s prior written consent; or
- t) attempts to do any of the foregoing.

5.2. In addition, you agree that you will not do, and will not allow others to do, any of the following in relation to Span.Zone:

- a) use or permit access to the Span.Zone platform in a manner that circumvents contractual usage restrictions or exceeds the authorized use or usage metrics specified in these Terms, the General Terms or any applicable terms;
- b) license, sublicense, sell, resell, rent, lease, transfer, distribute, timeshare or otherwise make any part of the Span.Zone platform available for access by third parties, unless otherwise expressly stated in these Terms;
- c) access or use the Span.Zone platform for the purpose of: (i) developing or operating products or services intended to be offered to third parties that compete with Span, or (ii) allowing access to your user account by Span’s direct competitors; or
- d) frame the Span.Zone platform, place pop-up windows over its pages or otherwise affect the display of its pages.

5.3. You acknowledge that we are not obliged to monitor your — or anyone else’s — access to or use of the Span.Zone platform in connection with any breach of these Terms or the General Terms, nor are we obliged to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Span.Zone platform, including without limitation fraud prevention, risk assessment, investigations and customer support, analytics and advertising, in order to ensure your compliance with these Terms and in accordance with applicable law or any order or request of a court, consent decree, administrative agency or other governmental body.

6. DATA SECURITY AND PRIVACY

6.1. The terms and conditions for the processing of personal data are set out in the Data Processing Terms specified in Appendix 1 to these Terms (Data Processing Terms).

6.2. We may process Service Usage Data in order to provide you with products and services and to improve the Span.Zone platform or to extract and present statistics, recommendations and comparisons. For example, we may process Service Usage Data to provide you with the status of your ordered services or products, their quantity and types, and to provide you with billing reports, etc.

6.3. We will never sell Service Usage Data to any third party.

6.4. Span may share your Service Usage Data if such action is necessary for the provision of services and/or products related to the Span.Zone platform. All data, statistics or comparisons derived from Service Usage Data that are shared through the Span.Zone platform or otherwise processed are processed in a manner that reduces the possibility of

identifying any entity. We may also process Service Usage Data in order to provide you with support services and to investigate fraud, abuse or violations of these Terms.

- 6.5. We may send you messages containing information and updates related to the Span.Zone platform.
- 6.6. Your Service Usage Data may be stored within the Span.Zone platform or with a third-party service provider, as applicable. Service Usage Data is stored solely for the proper functioning of the Span.Zone platform and so that you may order and receive services and products from Span or third parties. Span, as an authorized third-party partner, may access the above data for the purpose of ordering or providing the ordered services and products.
- 6.7. You accept and agree that we may access, preserve or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). We may also share your data in situations involving potential threats to the physical safety of any person, violations of these Terms, or in order to respond to claims of infringement of third-party rights and/or to protect the rights, property and safety of Span, our employees, users or the public. This may include sharing your data with competent law enforcement authorities, government agencies and courts.
- 6.8. You are responsible for the Client Data that you or your Authorized Users enter or transmit on the Span.Zone platform. You are further responsible for obtaining all necessary rights and licenses for the use of Client Data by you and by Span as set out in these Terms. You agree that you have the legal right and authority to access, use and disclose all Client Data to Span. You authorize Span to access, process and use Client Data, as necessary, for the purpose of performing and fulfilling Span's obligations under these Terms, including the provision of services and products on the Span.Zone platform.
- 6.9. Data concerning your orders is considered confidential and may only be transferred between the contracting parties and their affiliated companies, employees, consultants, agents or professional advisers. Disclosure of order data shall not be considered a breach of confidentiality if it is made for the purpose of providing services and products and the data is disclosed to the product manufacturer or service provider.
- 6.10. Span will apply all necessary measures to protect its Clients' confidential data. Access to confidential data is granted only to persons who need to know such data, and such access is available only to the person(s) who are bound by confidentiality obligation towards Span. At the end of the contractual relationship, Span will destroy all confidential data. Exceptions are data that must be retained in accordance with applicable laws, as well as routinely created backups of electronically exchanged confidential data. In such case, the confidentiality obligation shall continue for the entire period during which such data must be retained.
- 6.11. If Service Usage Data contains personal data, the Data Processing Terms referred to in Section 6.1 shall apply.

7. FEES, PAYMENTS AND ORDERS

- 7.1. In accordance with these Terms, no service fee is charged for the use of the Span.Zone platform.
- 7.2. If you purchase services or order products through the Span.Zone platform, the terms defined in the General Terms shall apply.
- 7.3. Span reserves the right in the future to require payment of fees for certain or all aspects of the Span.Zone platform, and to change prices or introduce new fees, following a notice that may be sent to you by email or published on the Span.Zone platform. If, after such notice, you continue to use the Span.Zone platform, you will be deemed to have accepted all new or increased charges. Span has no direct influence over the prices and policies of third-party service providers and will notify you of changes in accordance with their terms and conditions.
- 7.4. The price of goods is determined separately for each product. The process of entering prices on the page for each product is subject to multi-level control; however, despite this, errors may still occur. If one or more errors are discovered, Span will notify you without delay. In such circumstances, without prejudice to any rights that either we or you may have under applicable law, neither you nor we will be bound in relation to any order alleged to have been made at a price that was, or should reasonably have been known to either you or us to be, materially incorrect or outdated at the time the order was placed. Except in the case of fraud, we accept no liability for any loss or damage you may suffer as a result of relying on a price communicated to you that you knew, or should reasonably have known, was materially incorrect.

7.5. The detailed payment and registration procedure is described in detail in the [Good to know](#) and the [Terms of purchase](#) document.

8. USE OF ARTIFICIAL INTELLIGENCE (AI)

- 8.1. Within the Span.Zone platform, Span may use solutions based on artificial intelligence (hereinafter: AI) to improve the platform's functionalities, including but not limited to providing recommendations for products, licenses and services, automatically generating offers, responding to user inquiries, and providing other information and suggestions.
- 8.2. You agree that such AI functionalities may be used during your use of the platform and acknowledge that all content, recommendations and information generated by AI are for informational purposes only and do not constitute a binding offer or legal, technical or business advice, unless expressly stated otherwise.
- 8.3. Span does not warrant the completeness, accuracy or applicability of information generated by AI and shall not be liable for any damage resulting from the User's reliance on such information. You are required to independently verify the suitability and accuracy of all recommendations before making business decisions.
- 8.4. Span reserves the right to modify, restrict or discontinue AI functionalities at any time without prior notice.

9. CHANGES

- 9.1. For the purpose of continuously improving the Span.Zone platform, Span may at any time make commercially reasonable changes to the services. We will use all commercially reasonable efforts to notify you of any material changes to Span.Zone.
- 9.2. We reserve the right to modify or discontinue Span.Zone, or any part or content thereof, at any time without prior notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Span.Zone platform.
- 9.3. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms. The latest version of the Terms will be published on the Span.Zone platform, and it is your responsibility to periodically check our website for changes. If the changes include material changes affecting your rights or obligations, we will notify you of such changes in a reasonable manner, which may include a notice through the Span.Zone platform or by email.
- 9.4. Your use of the Span.Zone platform after any such change will ultimately be deemed a general acceptance of such change. If you do not accept certain changes, you may discontinue use of the Span.Zone platform in accordance with the provisions of the Agreement for the Delivery of IT Solutions and Provision of IT Services.

10. TERM AND TERMINATION OF THE AGREEMENT

- 10.1. The term and termination of this contractual relationship are defined by and inseparably linked to the term of the Master Agreement.
- 10.2. Upon termination, you must cease using the Span.Zone platform and Span will cease providing the Span.Zone services.
- 10.3. If these Terms expire or are terminated for any reason: (a) all of your obligations to Span that arose before the effective date of expiry or termination shall remain in force; (b) the licenses and rights of use granted to you in relation to Span.Zone and intellectual property shall terminate immediately; (c) Span's obligation to provide you with any further services under these Terms shall terminate immediately, except for services that are expressly intended to be provided after the expiry or termination of these Terms.
- 10.4. Any provision of the Agreement that is intended to survive expiry or termination shall remain in force, including but not limited to confidentiality, restrictions on the use of intellectual property, limitations of liability and disclaimers of warranties and liability, governing law, and any payment obligations that arose before such termination or cancellation. When an account is cancelled or terminated, it is not possible to restore or recover any data, including but not limited to your Service Usage Data and your personal data, except in accordance with the Data Processing Terms.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Span.Zone is owned and operated by Span.
- 11.2. Except as expressly stated in these Terms, these Terms do not grant either party any rights, whether implied or otherwise, in relation to the other party's content or any intellectual property of the other party. Span or its licensors own all rights, title and interests in and to the Span.Zone platform, and all related rights concerning technology and intellectual property.
- 11.3. Except as expressly stated in these Terms, all rights related to the Span.Zone platform are and shall remain the exclusive property of Span or its licensors. For clarity, this includes any and all content on the Span.Zone platform, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (collectively, "Content"), and any part of the online services, except for materials that are the intellectual property of a third party. These Terms do not transfer such rights to you or grant you such rights. You must not take any action that would endanger, limit or interfere with the rights of Span or its licensors.
- 11.4. By accepting these Terms, we grant you a limited, non-exclusive license that is non-transferable and may not be sublicensed, relating to access to and use of the Span.Zone platform for your internal purposes and only as expressly permitted in these Terms. You may not use or permit the use of the Span.Zone platform for any unlawful purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of Span, you may not access or use the Span.Zone platform without Span's express prior written consent, and even then only for the purposes for which you have been authorized in writing. Your breach of any license provision set out in this section may result in the immediate termination of your right to use the Span.Zone platform, as well as potential liability for copyright infringement or other claims depending on the circumstances.
- 11.5. All services and products available on the Span.Zone platform constitute works protected by copyright of Span and third-party service providers. Unauthorized reproduction or distribution of services and products is expressly prohibited by law and may result in civil and criminal penalties. Offenders may be prosecuted.

12. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 12.1. If you submit certain specific submissions at our request, or creative ideas, suggestions, plans or other materials without our request, whether online, by email, by post or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you send to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 12.2. We may, but are not obliged to, monitor, edit or remove any content that, at our sole discretion, we consider to be unlawful, offensive, threatening, obscene, defamatory, pornographic, indecent or otherwise objectionable, or that infringes any party's intellectual property rights or these Terms.
- 12.3. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your comments will not contain defamatory or otherwise unlawful, abusive or obscene material, nor will they contain computer viruses or other malicious software that could in any way affect the operation of the Span.Zone platform or any related website. You may not use a false email address, pretend to be someone else or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and for their accuracy. We assume no responsibility for any comments posted by you or any third party.

13. DISCLAIMER

- 13.1. Except as expressly provided in this Agreement, to the fullest extent permitted by applicable law, we provide no other warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose and non-infringement. We assume no responsibility for the deletion of or failure to store your data or other communications maintained or transmitted through the Span.Zone platform. We cannot guarantee uninterrupted or error-free operation of the Span.Zone platform. The Span.Zone platform is not designed, manufactured or intended for high-risk activities.

- 13.2. You are responsible for all devices, software and services required to use the Span.Zone platform. Span does not warrant that the Span.Zone platform will fully function on any particular device or with any particular software. You are also responsible for all messaging and data charges, fees and taxes related to your use of the Span.Zone platform. You may use the platform only with devices that you own or control and that use authorized operating systems only (e.g. Apple iOS for Apple devices). If you download the Span.Zone service to a mobile or other device that you do not own, you must have the owner's permission to do so.
- 13.3. In providing the Span.Zone services, Span relies on third-party service providers. By using the Span.Zone platform, you expressly agree that Span uses such third-party providers and collects the data necessary to create user accounts and manage the Span.Zone platform.
- 13.4. The list of third-party providers whose services Span uses is as follows:
- Microsoft
 - Microsoft Product Terms – [Microsoft Product Terms](#)
 - [Microsoft Privacy Statement – Microsoft privacy](#)
 - DUN & BRADSTREET ([Dun & Bradstreet - Terms of Use](#))

14. THIRD-PARTY CONTENT

- 14.1. We may provide, or third parties may provide, links to other third-party products, websites, services or resources that are outside our control. We do not warrant or endorse the quality, suitability, functionality or legality of any third-party content to which such links may lead, and you waive any claim you may have against us in connection with such services. SPAN IS NOT RESPONSIBLE FOR CONTENT ON THE INTERNET OR ON WEBSITES LOCATED OUTSIDE THE Span.Zone PLATFORM, NOR FOR USER CONTENT POSTS. Your correspondence or business dealings with third parties, or participation in third-party promotions that you find on or through the Span.Zone platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party or partner. You agree that we are not responsible for any loss or damage of any kind arising from such dealings or as a result of the presence of such partners or links to third-party websites or resources on the Span.Zone platform.

15. LIMITATION OF LIABILITY

- 15.1. The limitation of liability is regulated in more detail by the General Terms.

16. WARRANTIES AND DISCLAIMERS

THIS SECTION CONTAINING DISCLAIMERS CONSTITUTES AN ESSENTIAL PART OF THESE TERMS.

YOU ACKNOWLEDGE THAT YOU USE THE Span.Zone PLATFORM AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE Span.Zone SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, RELIABILITY, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION OR REPRESENTATION, WHETHER ORAL, WRITTEN OR ELECTRONIC.

SPAN DOES NOT WARRANT THAT ACCESS TO OR USE OF THE Span.Zone PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR THAT IT WILL MEET YOUR REQUIREMENTS. SPAN CANNOT WARRANT, PARTICULARLY IN RELATION TO THE ACTIONS OF THIRD PARTIES, THAT THE USE OF THE Span.Zone PLATFORM, SERVICES AND PRODUCTS DOES NOT CONTAIN MALICIOUS CODE, OR THAT THERE WILL BE NO ERRORS OR OMISSIONS, OR LOSS OR BREACH OF SECURITY OF TRANSMITTED INFORMATION, OR THAT VIRUSES WILL NOT BE TRANSMITTED THROUGH ACCESS TO OR USE OF THE Span.Zone PLATFORM. SPAN WILL USE COMMERCIALY REASONABLE EFFORTS TO HELP PREVENT SUCH OCCURRENCES.

WE RECOMMEND THAT YOU PROTECT YOUR DATA, EXERCISE CAUTION AND DO NOT IN ANY WAY RELY ON THE PROPER FUNCTIONING OR PERFORMANCE OF THE SERVICE AND/OR RELATED MATERIALS.

17. INDEMNIFICATION

- 17.1. You are required to defend, indemnify and hold us, our affiliates, officers, directors, employees, suppliers, consultants and agents harmless from and against any third-party claims, liabilities, damages and costs, including but not limited to attorneys' fees, arising out of or related to: (a) your access to and use of the Span.Zone platform; (b) a breach of these Terms by you or your authorized account user, as applicable; (c) your infringement of any intellectual property or other right of any person or entity; (d) the nature and content of Client Data processed by Span.Zone; or (e) any products or services that you have purchased or obtained in connection with the Span.Zone platform.
- 17.2. Span reserves the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action brought against us. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate in our defence against such claims. You agree that you will not settle any matter in which we are named as a defendant and/or for which you have indemnification obligations without our prior written consent. We will use all reasonable efforts to notify you of any such claim, action or proceeding as soon as we become aware of it.
- 17.3. The provisions of Sections 15 (Limitation of Liability), 16 (Warranties and Disclaimers) and 17 (Indemnification) shall apply to the fullest extent permitted by applicable law.

18. OTHER PROVISIONS

- 18.1. These Terms and all documents expressly incorporated by reference herein constitute the final, complete and exclusive expression of the agreement between you and Span regarding the Span.Zone services provided under these Terms. These Terms supersede all prior arrangements, and the parties waive any reliance on prior oral and written communications, including any confidentiality agreements relating to Span.Zone under these Terms, in connection with this subject matter. These Terms apply to the exclusion of all other terms that you seek to impose or incorporate, or that are implied by trade, custom, practice or course of dealing. Span hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering document submitted by you and agrees to terms solely on the basis of these Terms and conditions offered by Span. Except as expressly permitted by these Terms, no amendments or modifications to these Terms and conditions shall be effective unless made in writing.
- 18.2. Span may amend these Terms at any time. Span will notify the User by publishing the amended terms on its website. The provider may, but is not obliged to, at its own discretion, additionally notify the User of amendments by email or otherwise.
- 18.3. You and Span are independent contractors at all times and do not represent or act on behalf of each other. These Terms are not intended to create a joint venture, partnership or franchise relationship between the parties. Parties that are not parties to this Agreement shall not benefit from these Terms and may not enforce them. These Terms have no third-party beneficiaries. You may not represent to anyone that you are Span's agent or that you are otherwise authorized to bind or obligate Span in any way without Span's prior written approval, if such relationship exists.
- 18.4. We may provide notices to you under this Agreement by sending an email to your notification email address. You may send us a notice relating to this Agreement by sending an email to info@span.zone. Notice shall be deemed received upon receipt confirmed by written or automated confirmation or electronic record, as applicable.
- 18.5. Neither contracting party shall be liable for failure to perform any obligation under this Agreement to the extent that such failure is caused by a force majeure event, including natural disasters, pandemic, war, terrorism including cyber terrorism, civil unrest, acts of government authority, strike, security incident, failure of electronic or mechanical equipment or communication lines, and other causes beyond the reasonable control of the contracting party. The party affected by a force majeure event shall notify the other contracting party within a commercially reasonable period and shall use all efforts to resume performance. Obligations not performed due to a force majeure event shall be performed as soon as reasonably possible after the force majeure event ceases.

- 18.6. These Terms shall be governed by the laws of the Republic of Croatia and shall be subject to the exclusive jurisdiction of the competent court in Zagreb, Croatia, excluding any and all references to foreign law.
- 18.7. Each party shall bear its own costs and expenses arising from attempts to resolve disputes informally.
- 18.8. Costs and expenses arising from any legal action or other proceeding conducted by the contracting parties in connection with a dispute shall be determined by the court or other body rendering the decision in relation to the dispute.
- 18.9. **Electronic Communications.** You agree to receive all communications, agreements and notices that we provide in connection with the Span.Zone service ("Communications"), including but not limited to communications related to our delivery of the Span.Zone service, electronically, including by email, text messages, in-product notices or notices posted on the Span.Zone platform. You agree that all communications we send to you electronically satisfy any legal requirement that such communications be in writing or delivered in a particular manner, and you agree to keep your user account contact information up to date.
- 18.10. **Language.** The official language of communication on the Span.Zone platform is Croatian. In case of doubt, the Croatian version of the documents shall prevail over the English version.
- 18.11. **Assignment.** You may not assign your rights or obligations or delegate your responsibilities under this Agreement without Span's prior written consent. If you obtain such consent, these Terms shall bind your successors and permitted assigns. Any attempt to assign your rights, duties or obligations under these Terms shall be deemed null and void, except as expressly provided herein. Span may, at any time, freely assign its rights, duties and obligations under this Agreement without any notice.
- 18.12. **Trade Restrictions.** You acknowledge and represent that you are not subject to any trade restrictions imposed by any government. You are solely responsible for compliance with trade restrictions applicable to all your data and any content thereof transmitted through the Span.Zone platform.
- 18.13. **Waiver.** Any waiver by you or Span of a breach of any provision of these Terms shall not constitute a waiver of any other breach. The failure of either party under these Terms to insist upon strict performance of any covenant or obligation under these Terms shall not constitute a waiver of that party's right to demand strict compliance in the future, nor shall it be construed as a renewal of these Terms.
- 18.14. **Severability.** If any part of these Terms is found to be unlawful, unenforceable or invalid in any respect, the remaining parts of these Terms shall remain in full force and effect. If any material restriction or limitation in the grant of any license under these Terms is found to be unlawful, unenforceable or invalid, the relevant license shall terminate immediately.
- 18.15. **Interpretation.** Any ambiguity in the interpretation of these Terms shall not be construed against the drafter.
- 18.16. **Headings.** The headings used in these Terms are for convenience of reference only and shall not be used as an aid in interpreting these Terms.
- 18.17. **How to contact us?** If you have any questions or concerns regarding the Service or these Terms, please contact us at support@span.zone. If you have questions regarding licensing and software support, please contact our software asset and licensing team at: licensing@span.zone or by phone at: +385 1 6690 200.

End

Appendix I

NOTICE ON THE PROCESSING OF PERSONAL DATA WITHIN THE SPAN.ZONE PLATFORM

1. Purpose and Nature of this Appendix

1.1. This Appendix contains information on the processing of personal data related to access to and use of the Span.Zone platform and applies together with the Terms of Use of the Span.Zone platform (hereinafter: Terms).

1.2. This Appendix constitutes a notice on the processing of personal data within the meaning of Articles 13 and 14 of Regulation (EU) 2016/679 (hereinafter: GDPR) and does not constitute a data processing agreement within the meaning of Article 28 of the GDPR.

1.3. Where Span processes personal data on behalf of the Client as a processor, such processing is governed exclusively by the Data Processing Agreement that forms an integral part of the General Terms (hereinafter: Data Processing Agreement). In the event of any inconsistency between this Appendix and the Data Processing Agreement, the Data Processing Agreement shall prevail in matters where Span acts as processor.

2. Roles of the Contracting Parties in Processing

2.1. Span as controller. Span acts as an independent controller in relation to personal data that it processes for its own purposes connected with the management, operation, security, maintenance and use of the Span.Zone platform, as described in Section 6 of this Appendix. This Appendix and Span's Privacy Notice apply to such processing.

2.2. Span as processor. Where the Client or its Authorized Users enter, transmit or make available personal data through the Span.Zone platform for the purpose of ordering, administering or managing products, services, tenants, licenses, subscriptions or support, the Client acts as controller and Span as processor, to the extent that such processing is carried out on behalf of and according to the documented instructions of the Client. The Data Processing Agreement applies to such processing.

2.3. Ordering and purchasing products and services through the Span.Zone platform presuppose the conclusion of the Master Agreement and acceptance of the Terms and General Terms, of which the Data Processing Agreement forms an integral part. Before the Data Processing Agreement enters into force, the platform user may not enter personal data through the platform that Span would process on behalf of the platform user or the Client as processor, unless such processing is specifically governed by another valid contractual or legal basis. Until the Data Processing Agreement enters into force, Span acts as controller in relation to the use of the platform in accordance with Section 2.1 of this Appendix.

2.4. Client responsibility. The Client is responsible for the lawfulness of entering and transferring personal data to the platform, including the existence of an appropriate legal basis and informing data subjects. The Client warrants that it has the right to disclose and make available to Span the personal data it enters on the platform and undertakes not to enter special categories of personal data within the meaning of Article 9 of the GDPR without an appropriate legal basis.

3. Controller and Contacts

Name: Span d.d.

Address: Koturaška cesta 47, 10000 Zagreb

Personal Identification Number (OIB): 19680551758

Data Protection Officer: dpo@span.eu

Phone: +385 1 6690 200

A detailed description of processing where Span acts as controller is available in Span's Privacy Notice.

4. Categories of Data Subjects

Depending on the manner in which the platform is used, the processing may include:

- a) representatives and employees of the platform User or the Client;
- b) Authorized Users of the platform;
- c) administrative, technical and contact persons of the platform User or the Client;
- d) other persons whose data the platform User, the Client or Authorized Users enter or make available through the platform.

5. Types of Personal Data

Depending on the manner in which the platform is used, the following may be processed:

- a) identification data, including first name, last name, role or function title;
- b) contact data, including business email address, telephone number and business address;
- c) user account data, including username, assigned roles and permissions, and account status;
- d) technical and security data, including IP address, device, browser and application data, authentication data, access time, activity logs and security event records;
- e) platform usage data, including data on orders, products, services, licenses, subscriptions, quantities, statuses and reports;
- f) data entered in communication with Span, including inquiries, requests, tickets and other data necessary for processing requests or providing support.

6. Sources of Personal Data

Span may collect personal data:

- a) directly from the platform User, the Client or Authorized Users;
- b) through the Span.Zone platform, including use of the user account, orders, inquiries, tickets, logs and other activities on the platform;
- c) from the Client, where the Client enters or makes available personal data of its representatives, employees, administrators or other persons;
- d) from manufacturers or providers of third-party products and services, including Microsoft, Google or other providers, to the extent necessary for the operation of the platform, ordering, administration, support or performance of contractual obligations.

7. Purposes and Legal Bases of Processing Where Span Acts as Controller

Where Span acts as controller in relation to the Span.Zone platform, it processes personal data for the following purposes and on the following legal bases:

a) Performance of a contract or taking steps prior to entering into a contract (Article 6(1)(b) GDPR): registration and administration of user accounts, identification and authentication of users, management of access rights, enabling access to and use of the platform, enabling the ordering and management of products and services to the extent that the processing relates to platform, administrative, record-keeping or commercial processing carried out by Span for its own purposes, and communication with users for the purpose of fulfilling their requests.

b) Compliance with legal obligations (Article 6(1)(c) GDPR): accounting, tax, regulatory and other legal obligations, responding to requests from competent authorities, and retaining data where required by law.

c) Legitimate interest (Article 6(1)(f) GDPR): security of the platform and users, prevention and detection of misuse and fraud, keeping records of access and security events, maintenance, development and improvement of the platform, preparation of statistics, recommendations and comparisons based on Service Usage Data processed in a manner that reduces the possibility of identifying an individual entity, protection of Span's rights, property and legitimate interests, and delivery of notices and updates related to the platform and ordered services.

Span processes Service Usage Data in order to provide and improve products and services and to display the status, quantities and types of ordered services and billing reports. Span will never sell Service Usage Data to any third party.

d) Consent (Article 6(1)(a) GDPR): where consent is required under applicable regulations, in particular for certain forms of promotional communication or other processing activities that cannot be based on another legal basis.

Promotional communication. Span may send promotional notices about its own similar products and services to existing users on the basis of legitimate interest, with the option to unsubscribe at any time, where the conditions under electronic communications regulations are met. In other cases, direct promotional communications are sent on the basis of consent, in accordance with applicable regulations.

8. Recipients and Categories of Recipients

Personal data may be available, to the extent necessary for the stated purposes, to:

- a) Span employees and authorized persons;
- b) Span affiliated companies;
- c) providers of IT, cloud, hosting, security, communication and support services;
- d) manufacturers and providers of third-party products and services, including Microsoft and Google;
- e) Span's professional advisers;
- f) competent authorities, courts and regulators where necessary to comply with legal obligations or to protect Span's rights.

Where Span acts as processor, the engagement of sub-processors is governed by the Data Processing Agreement.

The use of third-party products, services or functionalities may be subject to their separate terms of use, privacy policies, data processing terms and other relevant documents, including in particular:

- Span's Privacy Notice ([Privacy Notice | Span.eu](#));
- Microsoft Privacy Statement ([Microsoft Privacy Statement – Microsoft privacy](#)) and Microsoft Product Terms ([Microsoft Product Terms](#));
- DUN & BRADSTREET ([Dun & Bradstreet - Terms of Use](#));
- Google Privacy Policy ([Privacy Policy – Privacy & Terms – Google](#)) and, where applicable, Google Cloud Data Processing Addendum ([Cloud Data Processing Addendum | Google Cloud](#)).

9. Transfers to Third Countries

To the extent that processing includes the transfer of personal data outside the European Union or the European Economic Area, for example through cloud service providers, such transfer shall be carried out with the application of appropriate safeguards in accordance with Chapter V of the GDPR, including standard contractual clauses, an adequacy decision or another valid transfer mechanism.

Where the transfer is carried out within third-party products, services or infrastructure, the terms, privacy policies, data processing agreements and transfer mechanisms of the relevant manufacturer or service provider shall also apply. Span does not always independently determine all aspects of transfers carried out by manufacturers or third-party service providers within their products, services or infrastructure.

10. Retention Period

Personal data shall be retained for as long as necessary to achieve the purposes set out in Section 7 of this Appendix, or in accordance with applicable contractual, legal, accounting, tax, regulatory and security obligations.

In accordance with the Terms, Span reserves the right to deactivate or delete the user account and related data after a period of inactivity of 12 months, or to delete an account registered without the conclusion of a commercial agreement within 60 days from registration, except to the extent that further retention of data is required or permitted by law, contract, legitimate interest or for the establishment, exercise or defence of legal claims.

Where Span acts as processor, the return and deletion of data are governed by the Data Processing Agreement.

11. Rights of Data Subjects

Data subjects have the rights set out in Chapter III of the GDPR, including the right of access, rectification, erasure, restriction of processing, data portability, objection, and rights related to decisions based solely on automated processing, where applicable.

Where Span acts as controller, requests should be submitted to dpo@span.eu.

Where Span acts as processor, data subject requests are handled by the Client as controller, and Span assists the Client in doing so in accordance with the Data Processing Agreement. If a data subject request is addressed to Span in relation to processing carried out by Span as processor, Span will forward the request to the Client or act according to the Client's instructions, in accordance with the Data Processing Agreement.

The data subject has the right to lodge a complaint with a supervisory authority if they consider that the processing of their personal data is contrary to the GDPR.

12. Security of Processing

Span implements appropriate technical and organizational measures in accordance with Article 32 of the GDPR to protect personal data.

Span is certified according to ISO/IEC 27001, ISO 22301, ISO 9001 and ISO/IEC 20000-1 standards, within the scope specified in the valid certificates.

13. Supervisory Authority

The competent supervisory authority in the Republic of Croatia is:

Croatian Personal Data Protection Agency
Ulica Metela Ožegovića 16
10000 Zagreb
Phone: +385 1 4609 000

End