

TERMS AND CONDITIONS OF USE FOR THE METASHIELD ONLINE CLEAN-UP SERVICE

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE.

These terms and conditions of use (hereinafter referred to as, the "Terms") constitute an agreement between Telefonica Digital España S.L.U, with tax number B-83.188.953 and registered in Madrid, calle Gran Vía nº 28, 28013 (also named "**ElevenPaths**") and **You** (as an individual or a legal entity) regarding the use of the contracted service METASHIELD CLEAN-UP ONLINE (hereinafter referred to as the "Service" or "CLEAN-UP ONLINE").

CLEAN-UP ONLINE is property of **ElevenPaths** and, along with any other Metashield Online service **ElevenPaths** may have or may own in the future, belongs to the group of services "METASHIELD ONLINE SERVICES".

CLEAN-UP ONLINE is protected by international copyright laws and treaties, as well as any other applicable intellectual property laws and treaties. **CLEAN-UP ONLINE** is not licensed or sold.

CLEAN-UP ONLINE includes:

- Updates, releases, improvements, future versions;
- Associated software supplements or components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany said services. If so, these terms will be applicable.

Accepting these Terms without any reservation is essential for the provision of the Service by ElevenPaths.

By (i) electronically accepting or (ii) by using CLEAN-UP ONLINE, you fully and unequivocally consent to have read, understood and agreed to be bound by these Terms without any modification. If you not accept or intend to be legally bound by these Terms, you may not access or use CLEAN-UP ONLINE in any way.

1. SUBJECT

These **Terms** regulate the provision of access and the use of CLEAN-UP ONLINE by **ElevenPaths** to **You**.

These **Terms** do not imply any form of obligation for **ElevenPaths** to update any software, or release new versions or updates of CLEAN-UP ONLINE.

2. SERVICE DESCRIPTION

The "ANALYTICAL" function allows **You** to analyse or see, without any limitations, the metadata of certain files (*.docx, *.wbk, *.xlsx, *.xlsb, *.xslm, *.xltx, *.ppsx, *.pptx, *.doc, *.wpd, *.xls, *.xlk, *.xlt, *.xar, *.ppt, *.pps, *.tmp, *.asd, *.oth, *.odg, *.odt, *.odp, *.ods, *.odm, *.odf, *.otg, *.otp, *.ott, *.ots, *.sxw, *.pages, *.key, *.numbers, *.jpg, *.jpeg, *.png, *.tif, *.tiff, *.avi, *.mp4, *.mp3, *.pdf, *.indd, *.rtf, *.cr2, *.crw, *.svg, *.svgz, *.rdp, *.ica, *.zip, *.tar, *.wry, *.wncy) and display the detected metadata on your screen, as well as the possibility of requesting a more complete service, known as METASHIELD CLEAN-UP ONLINE.

Once the webpage has been closed or the analysis process restarted, any generated record will be deleted, as a result of the Service.

ElevenPaths will indefinitely compile and store any detected metadata information for later consultation, as well as for its statistical use and to improve the Service.

During the use of the Service, **ElevenPaths** will store files during the time deemed necessary for the extraction of metadata. After this, files will be deleted.

CLEAN-UP ONLINE can be accessed through the following link:

<https://metashieldclean-up.elevenpaths.com>

3. PROVISION OF SERVICE

CLEAN-UP ONLINE can be used by accessing <https://metashieldclean-up.elevenpaths.com>, and requires an electronic device with a compatible web browser and Internet connection, all of which must be provided by **You** and are not included in these terms.

3.1. Technical requirements for the provision of service

The following is a description of the technical specifications **You** must observe in order to access and use the Service. These are the minimum specifications and the performance of CLEAN-UP ONLINE may vary due to different technical causes which are not related to **ElevenPaths**, such as the available bandwidth, type of electronic device used, version of operating system or navigator used, etc.

In the event of a change in the minimum technical requirements needed to access the Service, **ElevenPaths** will make this information available via email or on the website <https://metashieldclean-up.elevenpaths.com>

3.2. Internet connection

In order to access and use CLEAN-UP ONLINE, you're required to use an Internet connection with a minimum symmetrical bandwidth of one megabit per second (1MB/s).

It is considered your responsibility that the configuration of the aforementioned Internet connection be the necessary for the provision of the Service. In no case will **ElevenPaths** configure the parameters.

3.3. Compatible web browser For the correct provision of the Service, **You** must use the latest updated version of the following web browsers: Microsoft, Internet Explorer or Edge, Mozilla Firefox or Google Chrome, or any other which may be compatible with the Service and which follows the technical specifications described in the General Conditions. **You** can resolve any doubts by writing to metashield@support.elevenpaths.com

The use of web browser extensions or complements may affect or prevent the correct provision of the Service. ElevenPaths will be exempt from any liability that may arise.

3.4. Implementation of Service

ElevenPaths will provide the necessary support services during the registration and access processes of CLEAN-UP ONLINE ("Support Services"). Any Support Service request must be sent to **ElevenPaths** via the following email address: metashield@support.elevenpaths.com.

4. CLIENTS OBLIGATIONS

4.1. Use

To respect the use of CLEAN-UP ONLINE, **You** accept that **You** (and any End Users, as previously explained):

- (a) must comply with **ElevenPaths'** instructions related to the use of CLEAN-UP ONLINE";
- (b) must not (i) use CLEAN-UP ONLINE in any manner that may be considered inconsistent with what is considered to be reasonable use and of good faith of CLEAN-UP ONLINE, (ii) use CLEAN-UP ONLINE in any way that, in **ElevenPaths'** opinion, directly affects (or is likely to affect) CLEAN-UP ONLINE, or any other clients of **ElevenPaths**, (iii) use CLEAN-UP ONLINE in any way that may disturb, interfere, distort or damage **ElevenPaths'** systems, (iv) use CLEAN-UP ONLINE in any way that may be considered fraudulent or criminal, (v) use CLEAN-UP

ONLINE to consciously send, receive, store or communicate any material which may be considered illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, or which may be a nuisance or deceptive or any other material likely to cause offense, (vi) use CLEAN-UP ONLINE to harass, spy, annoy, or cause any unnecessary distress or anxiety to anyone, or to impersonate someone else or act in any way that may be considered unpleasant, or which may be detrimental to third parties, (vii) use CLEAN-UP ONLINE in any way which goes against any license, code of practice, instructions or guidelines issue by a relevant regulatory authority, (viii) use CLEAN-UP ONLINE to send spam or unsolicited advertising or promotional material,

(ix) use CLEAN-UP ONLINE to send or transmit anything which contains a virus, (x) use CLEAN-UP ONLINE in any way that may damage **ElevenPaths'** reputation or any other entity within the Grupo Telefónica, the reputation of METASHIELD ONLINE SERVICES or which may lead **ElevenPaths** to discredit their reputation or the reputation of third parties, (xi) use CLEAN-UP ONLINE in any way that may violate copyrights, trademarks, confidentiality or privacy agreements or which may infringe the intellectual or industrial property rights of others, (xii) possess or maintain licences, consent and/or notifications required under any law, regulation and/or administrative order applicable to receive and use CLEAN-UP ONLINE, if any;

(c) will use CLEAN-UP ONLINE solely (i) for internal use for normal business operations, (ii) in agreement with all of the applicable laws and regulations, and (iii) as provided in these **Terms** and any other documentation that may be part of CLEAN-UP ONLINE;

(d) will not use any documentation that may be part of CLEAN-UP ONLINE except to support its authorised use;

(e) apart from that expressly established in these terms, will not (i) modify, adapt, translate, duplicate, disassemble, decompile, recompile, reverse engineer or take similar measures with respect to CLEAN-UP ONLINE for any purpose, or (ii) try to discover the source code or the underlying algorithms of CLEAN-UP ONLINE, (except where prohibited by law, in which case, only to the extent permitted by said applicable law, and only after providing ElevenPaths with a prior written notification);

(f) will not use CLEAN-UP ONLINE for the purpose of designing, modifying or developing software or services which are similar in their purpose, scope or function to CLEAN-UP ONLINE, will not participate in competitive analysis, benchmarking, use, evaluation or visualisation of CLEAN-UP ONLINE, nor create any derivative based on CLEAN-UP ONLINE, whether it be

for internal use, licensing or re-sale;

(g) must comply with the applicable laws and must not permit any parties, either directly or on their behalf, to breach or violate any of these restrictions; and

(h) with respect to the maintenance of copyright notifications, will not remove or alter any copyright notifications in any of the copies of CLEAN-UP ONLINE.

5. ELEVENPATHS' OBLIGATIONS

5.1. Access

ElevenPaths grants the right to access and use CLEAN-UP ONLINE for the purpose for which it was designed.

5.2. Availability of Service

ElevenPaths will make an effort to provide maximum availability and continuous access to CLEAN-UP ONLINE.

5.3. Customer service and technical assistance

ElevenPaths will provide an additional technical assistance service for CLEAN-UP ONLINE via the following email address: metashield@support.elevenpaths.com.

6. SUPPORT SERVICES

Support service requests will be attended to by **ElevenPaths** as quickly as possible via the following email address: metashield@support.elevenpaths.com.

7. FEES

The "ANALYTICAL" service is free of charge.

8. DURATION AND TERMINATION

The validity of these **Terms** will be maintained during the time it takes to analyse a file.

Once completed, it will be necessary to accept these **Terms** again.

Notwithstanding the foregoing, **ElevenPaths** may, at its sole discretion and without the need for prior notice, terminate these **Terms**.

Furthermore, **ElevenPaths** may consider this relationship immediately terminated in the event that (i) **ElevenPaths** determines, at its sole

discretion, that the provision of the Service offered to **You** is prohibited by applicable law or has become impractical or unworkable for any legal reason or regulation, (ii) **ElevenPaths** determines, at its sole discretion, that **You** have not complied with one of the terms and conditions within this document or if you're using the ANALYTICAL function, or acting in a way that the use of the ANALYTICAL function by other clients or any other infrastructure related to the ANALYTICAL function may be adversely affected or (iii) **ElevenPaths** determines, as its sole discretion, that **Your** use of the ANALYTICAL function (or the use of End Users) poses a security threat that may involve the liability of **ElevenPaths** or third parties.

Upon the termination or expiration of these **Terms**, the right to use the ANALYTICAL function will be automatically and immediately terminated.

9. INTELLECTUAL PROPERTY

All titles, including but not limited to, copyrights, names, trademarks, commercial names, service brands or any other identification features of CLEAN-UP ONLINE and its copies, are copyrighted and property of **ElevenPaths** or its suppliers.

These **Terms** only grant limited rights to use CLEAN-UP ONLINE under the terms and restrictions specified herein. You do not have and will not acquire any right, title or interest regarding this Service, which will at all times remain exclusive property of **ElevenPaths** or a third party license provider.

All titles and intellectual property rights over the content which can be accessed by using CLEAN-UP ONLINE are property of the respective content owners and may be protected by applicable copyright laws and treaties. These Terms do not grant any use of said content. All rights not expressly granted are reserved by **ElevenPaths**.

You acknowledge and accept that **ElevenPaths** will be the sole owner of any improvements, updates or derivative works of CLEAN-UP ONLINE which are developed by **ElevenPaths** during and after the termination of these **Terms**. Notwithstanding the foregoing, **You** expressly acknowledge and accept that **ElevenPaths** will be the sole owners of any newly developed intellectual property, including but not limited to, (i) recently developed, revised or modified sources codes and (ii) anything related in any way to CLEAN-UP ONLINE or **ElevenPaths'** general business, regardless of whether it has been developed, revised or modified in response to your requests, suggestions or ideas, or if you yourself have developed it.

During the validity of these Terms and thereafter, you

will not claim the invalidity of **ElevenPaths'** intellectual property rights over CLEAN-UP ONLINE or challenge its right, title or interest therein, and must not cause, influence or help any third parties to make such claims or disputes in any way.

10. WARRANTIES

ElevenPaths expressly disclaims any warranties for CLEAN-UP ONLINE. **You** understand and accept that the use of CLEAN-UP ONLINE is at your own risk. CLEAN-UP ONLINE is issued as is and subject to availability, without any expressed or implied warranties of any kind, including but not limited to, any commercial, non-infringement or intellectual property warranties, including any warranties that CLEAN-UP ONLINE will meet your requirements, that the use of the Service may be uninterrupted, timely, safe or error-free, that the results that may be obtained by using CLEAN-UP ONLINE will be precise or reliable, or that the quality of CLEAN-UP ONLINE satisfy your expectations. **ElevenPaths** does not guarantee nor assume responsibility for the accuracy or the completeness of any information, documentation, text, graphics, links or other elements within CLEAN-UP ONLINE. **ElevenPaths** does not grant warranties regarding any damage that may be caused due to the transmission of a computer virus, worm, time bomb or any other software of this type. **ElevenPaths** expressly disclaims any warranty or representation to End Users or third parties.

You agree to hold harmless and indemnify **ElevenPaths** and its affiliates (including any entity within the Grupo Telefónica), officials, managers, employees, advertisers or partners against (i) any third party claims that may arise or that may be related to the use (or the use by End Users) of CLEAN-UP ONLINE with respect to the **Terms**, (ii) all and any damage that may result from the violation on your behalf or on behalf of End Users of any applicable regulation or law, or from any form of breach of any of these **Terms** by End Users, or from the use of End Users of CLEAN-UP ONLINE; (iii) any claim against **ElevenPaths** made by any of the End Users or third parties related to any service, content or any other services supplied or sent by **You** (directly or by means of your End Users) using CLEAN-UP ONLINE or (iv) any damage to any equipment belonging to **ElevenPaths** or any other company within the Grupo Telefónica caused by a breach in these **Terms** by **You** or your End Users; including any responsibility or expense derived from claims, losses, damages (actual or consequential), judgements, litigation costs, or attorney fees, of any kind and nature. In any case, **ElevenPaths** will send a written notification of such claim, suit or action.

11. LIMITATION OF LIABILITY

In no event will **ElevenPaths** be liable for any damage

(including but not limited to, loss of benefits, loss of business, business interruption or loss of information) arising from your use or incapability of using CLEAN-UP ONLINE (including your End Users), the cost of the acquisition or substitutions of goods and services, the declaration or the conduct of third party services or products, even in the event that **ElevenPaths** has been informed of the possibility of such damages.

In no event will **ElevenPaths** be held liable for the loss of data or for any indirect, special, incidental or consequential damage (including losses or business losses, whether they be direct or indirect, or the loss or corruption of data), or for any other indirect or consequential loss or for damages based on these **Terms**, tort or otherwise.

ElevenPaths will not be held liable with respect to the content of CLEAN-UP ONLINE or any part of the Service, including, but not limited to, any errors or omissions, defamation, breach of publicity rights, privacy, trademark rights, business interruption, personal damages, loss of privacy, moral rights or the disclosure of confidential information.

In any case, the maximum liability of **ElevenPaths** for all damages arising from or related to these **Terms** or CLEAN-UP ONLINE will be limited to fifty percent (50%) of the fee paid by **You** for the right to access and use of CLEAN-UP ONLINE and received by **ElevenPaths** after the twelve (12) months which immediately precede the event that gave rise to the claim.

Nothing within this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from the negligence of such party; or (ii) fraud or misrepresentation.

Nothing within this agreement shall exclude or restrict the liability of either party with respect to any liability that can not be excluded or restricted by law.

12. CONFIDENCIALITY

You agree to act in a strictly private and confidential manner and to not disclose to third parties any information, data, announcements or documents related to CLEAN-UP ONLINE that you obtain or receive as a result of the execution of these **Terms** ("Confidential information").

The commitment established in the previous paragraph shall not be deemed to have been breached if the information, announcement, data and/or documents are already in the public domain when disclosed by yourself or if the disclosure of such information is required by law or if the total or partial disclosure of the Confidential Information is ordered by a relevant authority.

For the purpose of this section, the Confidential

Information also includes these **Terms**, as well as the **ElevenPaths** system, any document, business offer, information or presentation that has been given by **ElevenPaths** related to **ElevenPaths'** trading partner technology, promotional and marketing activities, finance and other business matters. The confidentiality obligations set forth in this document will still exist after the termination of these Terms.

If you are required by applicable statute, law or regulation, or by a legal or regulatory authority to disclose any Confidential Information, you must properly notify **ElevenPaths** (if permitted by such law, regulatory authority or relevant authority) of such disclosure, so that the affected party may request in due course a protective order or other appropriate remedies or disclaim compliance with the terms in this section. **You** also agree to cooperate with **ElevenPaths** in their efforts to obtain a protective order or any other remedy.

In the event that such a protective order or other remedy is not obtained, you must ensure that, if legally required to disclose information, that only the section regarding Confidential Information in this document be advised by a lawyer and that reasonable efforts be made to obtain guarantees that the information be treated confidentially.

13. LEY Y JURISDICCIÓN

These **Terms** are governed by Spanish Law.

Both parties agree to submit any disagreement in the interpretation and execution of these **Terms** to the Courts and Tribunals of the city of Madrid.

14. ASSIGNATION AND SUBCONTRACTION

You may not assign these **Terms** nor transfer in any way the rights or obligations, including credentials or any other right, without previous written consent by **ElevenPaths**.

ElevenPaths, upon written notification (including email) and without your consent, may assign or transfer these **Terms** to third parties, whether they be a member of the Grupo Telefónica or not.

ElevenPaths may at any moment subcontract part or all of their obligations under this contract.

15. ADVERTISING

ElevenPaths may use your name and/or logo in a client list used for marketing material, provided that you have communicated your consent to **ElevenPaths** via email in response to the relevant request sent by **ElevenPaths**.

Within forty five (45) days of signing these **Terms**, **ElevenPaths** may publish a press release announcing their relationship with you as a client, provided that **You** have the opportunity to revise and approve said press release.

16. PRIVACY

16.1. Data subject to processing and purpose

In order to provide CLEAN-UP ONLINE, **ElevenPaths** must process the following information:

- Email address of user carrying out consultations
- Name and surname of user carrying out consultations
- Name and surnames of user contracting the Service
- Company contracting the Service

The collection and processing of said data will be carried out with the purpose of:

- Registering the user who will be carrying out the consultations.
- To verify the access account.
- To improve user experience. **ElevenPaths** will carry out a statistical processing of the documents uploaded to the platform and its metadata.

16.2. Protection of personal data

All personal data provided by the user as a consequence of using the Service will be collected and processed in compliance with current legislation regarding the protection of personal data.

ElevenPaths, who is responsible for processing such data, agrees to:

- In no case use the provided information to provide another service.
- Not use personal data for any other purpose other than what is stated in this document.
- Adopt the necessary measures to ensure that the data only be handled by people whose intervention be necessary for the provision of the Service.
- Process personal data with the utmost care and with the aim of guaranteeing confidentiality, adopting the necessary technical and organisational security measures with regard to the storage and conservation of the data in order to avoid its alteration, loss, or unauthorised processing or access.
- Destroy personal data once the provision of the Service has finished or when the user chooses to delete it, by means of a guaranteed process, without conserving any copies and without any external person, physical or legal, having any knowledge of the data.

- Not communicate personal data to third parties, not even for its conservation, except when necessary:

- o To comply with applicable law or regulatory or legal processes or with current government requirements.
- o To enforce the Service terms, including the investigation of potential violations of the present **Terms**.
- o Detect, prevent and process technical or security problems, or problems related to fraudulence, which may result from use of Service.
- o Protect rights, property and safety of both **ElevenPaths** as well as users against possible damages.

- Given that the Service includes a display function of the deleted metadata, the data will not be stored any longer than the time needed for the purposes stated in this document. In any case, if the user requests the elimination of the history of the stored data, **ElevenPaths** will stop processing said data.

- In the case that the user wishes to access, correct, delete or process any of the data, or request information regarding data, they can get in touch with **ElevenPaths** by writing to the following email address: [metashield@support.elevenpaths.com.]

17. CONTRACTUAL MODIFICATIONS

ElevenPaths may modify these **terms** because of (i) technological changes, (ii) regulatory changes that affect the Service or (iii) the evolution of the Service, by publishing in the following web address <https://metashieldclean-up.elevenpaths.com>.

18. CONSERVATION AND INTEGRITY OF THESE TERMS AND NON-RESIGNATION

A declaration of nullity or invalidity of any of the clauses within these **Terms**, unless essential, will not affect the validity or effectiveness of the other clauses.

The failure or delay to exercise or enforce any right, power or remedy under these terms on behalf of either of the implicated parties will be considered a waiver of such right, power or remedy.

19. NOTIFICATIONS

To You: Unless otherwise established, any notifications made by ElevenPaths to You will be sent to the email address provided to ElevenPaths upon registration to allow access and use of CLEAN-UP ONLINE or any email address that You have provided to ElevenPaths and/or their affiliates. It is your responsibility to maintain your email address updated. Any emails sent by ElevenPaths and/or

affiliates to the provided address will be considered to have been received, regardless of whether you actually received them.

To ElevenPaths: For any notifications and questions regarding these Terms or CLEAN-UP ONLINE, **You** can get in touch with **ElevenPaths** by writing to the following email address: elevenpaths@elevenpaths.com.

Any questions regarding support or consultations related to CLEAN-UP ONLINE should be made by contacting the aforementioned email address.