

## PARTICULAR CONDITIONS FOR THE METASHIELD SERVICES

### IMPORTANT: PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING THIS SERVICE

These Terms of Use (hereinafter referred to as the "Particular Conditions") constitute an agreement between Telefónica Innovación Digital S.L.U. (hereinafter TID), bearing tax identification code (N.I.F.) B83188953 and with registered office at Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid, España and **You** (whether as a natural or legal person) regarding the services that comprises the **Metashield** Protector family of products (hereinafter also referred to as the "**Services**" or "**Metashield**").

**Metashield** is a collection of products that belong to TID and form a core part of the TU Services, which can be accessed on [www.tu.com](http://www.tu.com) (hereafter called the "TU Services").

**Metashield** is protected by international copyright laws and treaties as well as other applicable laws and treaties relating to intellectual and industrial property. **Metashield** is not licensed or sold.

Metashield Services includes:

- Updates, releases, improvements, future versions;
- Supplements or associated software components;
- Printed materials and online or electronic documentation;
- Internet-based services; and
- Support services, unless other terms accompany such services, in which case those terms will apply.

Unreserved acceptance of this Particular conditions is essential for the provision of the Service by TID. We inform you that the General Terms and Conditions of Use of the TU Services will also apply to everything that is not expressly stated in these Particular Conditions and the Privacy Policy of Tu.com, both available at [www.tu.com](http://www.tu.com)

Through (i) the electronic acceptance of these Particular conditions and (ii) use of any of the **Metashield Services**, you fully and explicitly accept having read, understood and agreed to be bound by these Particular conditions without modification. If you do not accept them or do not intend to be legally bound by Particular conditions, do not access or use any of the **Metashield Services**.

## 1. OBJECT

These Particular conditions regulate the provision, by **Telefónica Innovación Digital** to **You**, of the access to and use of the Metashield **family of services**.

These Particular conditions do not imply any obligation for **TID** to update any software, or to issue any version, release or update of **Metashield**.

## 2. DESCRIPTION OF THE SERVICES

The Metashield family of services consists of the following services, which can be contracted separately, with only the relevant conditions for the service that the Client uses applying.

You can use the Metashield services, or You can authorize any third party to use them on Your behalf (the "End User"). In either case, You are responsible for any violation committed by the End User.

### 2.1. Metashield Licensing Portal

**Metashield Licensing Portal** provides licensing functionality for different Metashield products, which are available online through our sales channels:

- Metashield for Client Standalone,
- Metashield for Client Corporate
- Metashield for Outlook 365

Through the Metashield Licensing Portal, when you fill in the form to generate the licenses, the information that you must enter will be:

1. Hardware ID or unique identifier provided by the computer where the organization's licenses are stored and managed.
2. Purchase Code that is provided by Telefonica.
3. Email where the license registration notifications will arrive.

**TID** will collect and store, indefinitely, only the information that you provide for later consultation, as well as for its statistical use and to improve the Service. The Customer may ask for this information to be removed.

**Metashield Licensing Portal** can be accessed through the following link:

<https://metashieldlicenses.tu.com/Licenses>

## 2.2. Metashield Console & Management Services

Metashield's Console and Management Services provides the functionalities of the "License Management Console and its application on email boxes or client hardware":

The Metashield **console and management service** allows the Customer to monitor statistical results of the metadata treatment process, manage the available licenses, the e-mail boxes that will be entitled to use the licenses and the templates to be used on the following file extensions : (\*.docx, \*.wbk, \*.xlsx, \*.xlsb, \*.xlsm, \*.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).

**TID** will indefinitely compile and store any detected metadata information for later consultation, as well as for its statistical use and to improve the Service. The Customer may ask for this information to be removed.

Metashield's console and management services include Metashield for OU365 and Metashield Management Console:

**Metashield for OU365** can be accessed through the following link:

<https://metashield365.tu.com/>

Metashield Management Control shall be installed by the Customer on a corporate web server owned by the Customer.

## 3. SERVICES PROVISION

Metashield Services may be used by accessing:

- <https://metashield365.tu.com/>
- <https://metashieldlicenses.tu.com/Licenses>
- [Web Server for Metashield Management Console \(installed by the Customer on a corporate web server\)](#)

An internet connection is required as well as an electronic device with a compatible web browser. These elements, being outside the scope of these Particular conditions, must be provided by **You**.

### 3.1. Technical requirements for the provision of the service

The following is a summary of the technical specifications that **You** must observe in order to access and use the Service. These specifications are of a minimum nature, and the performance of **Metashield** may vary for various technical reasons beyond the influence of Telefónica Innovación Digital, such as, for example, available bandwidth, type of electronic device used by **You**, version of the operating system or browser used, etc.

If the minimum technical requirements to access the Service change, Telefónica Innovación Digital will make the information available to you via email or on the web page <https://metashield365.tu.com/>, and/or on the website <https://metashieldlicenses.tu.com/Licenses>

### 3.2. Internet connection

Access to **Metashield** requires the use of an Internet connection by **You** with a minimum symmetrical bandwidth dedicated to the Service of one megabit per second (1Mb/s) to ensure proper operation.

It is your responsibility to configure the aforementioned Internet connection that is required to provide the Service. In no case will **TID** configure those parameters.

### 3.3. Compatible web browser

In order to ensure proper provision of the Service, **You** must use the most updated versions of web browsers: Microsoft Edge, Mozilla Firefox or Google Chrome, as well as any other that may be compatible with the Service and following the technical specifications described in these General Conditions. In case of doubt, **You** may consult [metashield-soporte@tu.com](mailto:metashield-soporte@tu.com).

The use of browser extensions or add-ons may negatively affect or even prevent the proper provision of the Service; **TID** is exempt from any liability that may arise from such events.

### 3.4. Start-up of the Service

**TID** will make reasonable efforts to provide support services during the process of registration or access to **Metashield** ("Support Services"). Any request for Support Services should be sent to Telefónica Innovación Digital through the following email address [metashield-soporte@tu.com](mailto:metashield-soporte@tu.com).

### 3.5. Method of provision of Service

**Metashield for Outlook 365:** may be provided by means of two different methods, depending on what **You** decide to contract:

- (i) Unlimited emails. This method grants you unlimited access and use of the Service during a period of one year.
- (ii) Limited emails. This method allows you to access and use the Service the number of emails you have contracted said Service.

## 4. CLIENT OBLIGATIONS

### 4.1. Use

To respect the use of **Metashield for OU365**, **You** further agree that **You** (and that the End Users as explained below):

- (a) must comply with Telefónica Innovación Digital' instructions regarding the use of "**Metashield**":
- (b) must not (i) use **Metashield** in a manner that is inconsistent with the reasonable use of **Metashield** and principles of good faith, (ii) use **Metashield** in a manner that, in **TID**' judgment, directly affects (or is likely to affect) **Metashield** or other **TID** customers, (iii) use **Metashield** in any way that may disturb, interfere with, distort or damage **TID** systems, (iv) use **Metashield** fraudulently or in connection with a crime, (v) use **Metashield** to send, receive, store or knowingly communicate any material that is illegal, unprotected, offensive, abusive, indecent, defamatory, obscene or threatening, including a nuisance or deception or any other type of material susceptible to cause offense, (vi) use **Metashield** to harass, spy on, disturb, cause unnecessary distress or anxiety to any person, or to impersonate any other person or act in any way that may reasonably be considered unpleasant, or that is harmful to others in any way,
- (vii) use **Metashield** in a manner that contravenes any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) use **Metashield** to send spam or send unsolicited advertising or promotional material, (ix) use **Metashield** to send or transmit content or software material, that consists in or contains a virus, (x) use **Metashield** in a manner that may damage the reputation of Telefónica Innovación Digital or any entity within the Telefónica Group, the reputation of **METASHIELD SERVICES** or otherwise discredit Telefónica Innovación Digital or the reputation of third parties, (xi) use **Metashield** in any way that violates copyrights, trademarks, confidentiality, privacy or infringes intellectual property rights or industrial third party rights, (xii) own or continue to maintain the licenses,

consent and/or notifications required under any applicable law, regulation and/or administrative order to receive and use **Metashield**, should they exist.

- (c) will use **Metashield for OU365** only (i) for internal use in ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided for in these Particular conditions and any documentation that is part of **Metashield**;
- (d) will not use any documentation that is part of **Metashield** except to support its authorized use;
- (e) will not, notwithstanding that which is expressly set forth in these Particular conditions, (i) modify, adapt, translate, duplicate, disassemble, decompile, reassemble, reverse compile or reverse engineer or take similar actions with respect to **Metashield** or the mobile applications that you can access through Metashield for any purpose whatsoever, or (ii) attempt to discover the underlying source code or algorithms of **Metashield** or the mobile applications that you can access through Metashield for OU365 (unless prohibited by current law and then only to the extent specifically permitted by the applicable law, and only after providing **TID** with reasonable written notice in advance and the opportunity to respond);
- (f) in designing, modifying or developing software for services that are similar in their purpose, scope or function to **Metashield**, will not participate in competitive MARKING FILE, benchmarking, use, evaluation or visualization of **Metashield** or create any derivative based on **Metashield**, either for internal use, licensing or resale; and
- (g) must comply with applicable laws and will not allow any party, either directly or on your behalf, to infringe or violate any of these restrictions.
- (h) with respect to the maintenance of copyright notices, will not remove nor modify any copyright notice in any of the copies of **Metashield** nor in any of the mobile applications that you will be able to access by using **Metashield**
- (i) no compartirá con terceros la información a la que pueda acceder como consecuencia de su uso de **Metashield**.
- (j) will no share with third parties the information that you could access as a consequence of your use of **Metashield**.

## 5. OBLIGATIONS OF TELEFÓNICA INNOVACIÓN DIGITAL

### 5.1. Access

TID grants You the right to access and use **Metashield** on files for which the Service was designed.

### 5.2. Service availability

TID will put forth its best efforts to provide maximum availability and continuous access to **Metashield**.

### 5.3. Customer support and technical assistance service

TID will provide you with an additional technical assistance service for **Metashield** via email addressed to [metashield-soporte@tu.com](mailto:metashield-soporte@tu.com).

## 6. SUPPORT SERVICES

Requests for Support Services will be handled by TID as soon as possible via email addressed to [metashield-soporte@tu.com](mailto:metashield-soporte@tu.com).

## 7. FEES

It must be taken into consideration that to access and use **Metashield**, You must have paid the fee for the hired Service before its first use, together with all the applicable terms and conditions for said payment. Those applicable terms and conditions will be a part of these Particular conditions.

If the use of **Metashield** is renewed for the same amounts and periods, as indicated below under article 8 "DURATION AND TERMINATION" of this document, you must pay the corresponding fee as notified by TID at each instance.

## 8. DURATION AND TERMINATION

The duration of these Particular conditions will start once You hire **Metashield for OU365**, which occurs once You pay the fee required to use the Service.

The duration of these Terms will depend on the package that You have hired, that can be a minimum of 1 year.

Once expired, only in the case where You contracted the Service for a one (1) year period, these Terms will be renewed automatically, for the same price, for successive annual periods, unless one of the parties notifies the other their intention to terminate it, notifying it in written before two (2) months prior to the annual expiry date or before two (2) months prior to any

of its renewals. The said notice period will not apply when TID decides to stop offering **Metashield**. To further clarify this, if you contracted a concrete number of uses of **Metashield**, these will not be automatically renewed when You deplete them.

Notwithstanding the foregoing, TID may, at its sole discretion and without prior notice, terminate these Particular conditions.

In addition, TID may terminate this relationship immediately in the event that (i) You do not comply with your payment obligations regarding the corresponding fees, provided that TID gives you prior notice and does not correct them within ten (10) days after the date of notification (ii) TID determines, at its sole discretion, that the provision of the Service offered to You is prohibited by applicable law or rendered impracticable or unfeasible for any legal or regulatory reason, (iii) TID determines, at its sole discretion, that You breach any of the terms and conditions of this document or that You are using **Metashield**, or are acting in such a way that the use of **Metashield** granted to other customers or on any infrastructure related to **Metashield** may be adversely affected or (iv) TID determines, at its sole discretion, that your use (or that of your End Users) of **Metashield** poses a security or service risk that may involve the responsibility of TID or third parties.

Upon the termination or expiration of these Terms, You must immediately cease and desist from all use of **Metashield**;

## 9. INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying feature on **Metashield** and its copies, as well as any other distinctive signs, patents, license or copyright are the intellectual or industrial property of TID or its suppliers.

These Particular conditions only grant You the limited right to use **Metashield** under the terms and restrictions specified herein. You do not have and will not acquire any other right, title or interest in connection to this Service, which will at all times be under the exclusive ownership of TID or a third party licensor applicable to TID.

All titles and intellectual property rights over the content that can be accessed through the use of **Metashield for OU365** are the property of the respective owner of the content and may be protected by applicable laws and copyright or intellectual property treaties. These Particular conditions do not grant You

any right to use such content. All rights not expressly granted are reserved by **TID**.

**You** acknowledge and agree that **TID** will be the sole owner of improvements, updates or derivative works of **Metashield** that are developed by **TID** during and after the termination of these Particular conditions. Without limiting the foregoing, **You** expressly acknowledge and agree that Telefónica Innovación Digital will be the sole owner of any newly developed intellectual and industrial property, including but not limited to (i) newly developed, revised or modified source code and (ii) those related in any way to **Metashield** or to the general business of **TID**, regardless of whether they are developed, revised or modified in response to your requests, suggestions or ideas, even if they are made via payments made by **You**. During the validity of these Particular conditions, and thereafter, you will not claim the invalidity of **TID**' intellectual property right over **Metashield**, or contest the right, title or interest of **TID** in and to **Metashield**, and shall not cause, influence or help in any way from any other party to make such claims or disputes.

#### 10. NO WARRANTIES

**TID** expressly waives the right to grant any warranty for **Metashield**. **You** understand and expressly accept that the use of

**Metashield** is exercised at your own risk. **Metashield** is supplied as-is and according to availability. Without any express or implied warranty of any kind, including, but not limited to, any warranty of merchantability, noninfringement or fitness for a particular purpose, even without guarantee that **Metashield** will meet your requirements or that use of the Service may be uninterrupted, timely, secure or free of errors, or that the results that can be obtained by using **Metashield** are accurate or reliable or that the quality of **Metashield** meets your expectations. **TID** does not guarantee or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other elements contained in **Metashield**. **TID** makes no guarantees regarding any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other computer program of this type. **TID** also expressly disclaims any warranty or representation to End Users or third parties.

**You** agree to hold **TID** harmless and indemnify it and its affiliates (including any entity within the Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third-party claim arising from or related to your use (or use by End Users) of **Metashield** with respect to these Particular conditions (ii) any and all damages as a result of a

violation by **You** or your End Users of any applicable regulation or law or as a result of any other action related to the use of **Metashield**, or as a result of a breach of any of these Particular conditions by your End Users or as a result of the use of the **Metashield** by your End Users; (iii) any claim against Telefónica Innovación Digital made by any of your End Users or third parties related to any service, content or other service provided or sent by **You** (directly or through your End Users) using **Metashield**, or (iv) any damage to any equipment belonging to **TID** or any other Telefónica Group company caused by your breach or a breach by your End Users of these Particular conditions; including any liability or expense arising from all claims, losses, damages (actual or consequential), requests, lawsuits, costs of litigation and attorney's fees, or of any kind and nature. In such case, **TID** will provide you with written notice of such claim, suit or action.

#### 11. LIMITED LIABILITY

In no event shall **TID** be liable for any damages (including, without limitation, loss of profits, loss of business, business interruption or loss of information) that arise from your use or inability to use **Metashield** (including by your End Users), the cost of the acquisition or goods and substitute services, the declaration or the conduct of third-party services or products, even if **TID** has been advised of the possibility of such damages.

In no case shall **TID** be liable for the loss of data or for indirect, special, incidental or consequential damages (including losses, business losses, whether direct or indirect, or loss or corruption of data), or for any other indirect or consequential loss, or for damages based on these Particular conditions, grievance or otherwise.

**TID** shall have no responsibility with respect to the content of **Metashield** or any part of the Service, including, but not limited to errors or omissions, slander, infringement of advertising rights, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or disclosure of confidential information.

In any case, the aggregate limit of liability of **TID** for all damages arising from or related to these Particular conditions or **Metashield** will be limited to fifty percent (50%) of the fee paid by you for the right of access to and use of **Metashield** and received by **TID** after the last twelve (12) months immediately preceding the event that gave rise to the claim.

Nothing in this agreement shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from that party's negligence; or (ii) fraud or false or misrepresented statement.

Nothing in this agreement will exclude or restrict the liability of any party for any liability that cannot be excluded or restricted by law.

## 12. CONFIDENTIALITY

**You** agree to treat any information, data, news or documents in any means related to **Metashield** that you obtain or receive as a result of the conclusion or execution of these Particular conditions **Terms** (the "Confidential Information") in a strictly private and confidential manner and not to disclose any such information to third parties.

The commitment established in the previous paragraph will not be considered breached if the information, news, data and/or documents are already in the public domain when they are disclosed or if the disclosure of such information is required by law or a competent authority orders the total or partial disclosure of Confidential Information.

For the purposes of this section, the Confidential Information also includes these Particular conditions, , including relevant consideration of the **TID** system, any document, business offer, information or presentation that has been provided to you by **TID** related to the technology of **TID'** business partners, promotional and marketing activities, finance and other business matters.

The confidentiality obligations set forth in this document will survive the termination of these **Terms** and will continue until any of the exceptions included in this article apply.

If **You** are required by an applicable statute, law or regulation or by a legal or regulatory authority to proceed to disclose any Confidential Information, you must properly notify **TID** (if the law, regulatory authority or relevant authority permits it) the need to do so for the affected party to be able to make a timely request for a protection order or other appropriate remedy or to waive compliance with the terms of this section. **You** also agree to cooperate with **TID** in your efforts to obtain such an order of protection or other remedy. In the event that such a protection order or other remedy is not obtained, **You** must allow the provision only of the portion of Confidential Information in this document that is advised as per the opinion of a lawyer that should legally disclose and make reasonable efforts to obtain guarantees that confidential treatment will be applied to such Confidential Information.

## 13. LAW AND JURISDICTION

These Particular conditions will be governed by Spanish Law.

The parties agree to submit any disagreement in the interpretation and execution of these Particular conditions to the courts and tribunals of the city of Madrid.

## 14. CONTRACTING AND OUTSOURCING

**You** may not assign these Particular conditions or transfer in any way your rights or obligations, including credentials or any other right, without the prior written consent of **TID**.

**TID** may sell, assign or transfer the Metashield Services and consequently these Particular Conditions to third parties, whether a member of the Telefónica Group or not, without prior consent and/or notification to the Customer.

**TID** may at any time subcontract part or all of its obligations under this contract.

## 15. PUBLICITY

**TID** may use your name and/or logo in a list of customers to be used in market materials provided that you give your consent to **TID** via email in the related request sent by **TID**.

Within forty-five (45) days of signing these Particular conditions, **TID** may publish a press release announcing its relationship with **You** as a client, provided that you have had the opportunity to review and approve the press release.

## 16. PRIVACY

**TID** values the privacy of its customers and users and the protection and safety of their personal data. Therefore, we inform you that **TID**, S.L.U. will handle your personal data for the delivery of the Metashield services, following the terms of the Privacy Policy of the TU Services, which you can see here:

<https://www.tu.com/pages/politica-de-privacidad>

## 17. CONTRACT MODIFICATION

**TID** may modify these Particular conditions may modify these **Terms** through (i) technological changes, (ii) regulatory changes that affect the Service, or (iii)

evolution of the Service itself, publishing it at the website <https://metashield365.tu.com/>, and/or at the web address <https://metashieldlicenses.tu.com/Licenses>, for your information.

#### **18. CONSERVATION AND INTEGRITY OF THESE TERMS AND NON-WAIVER**

The declaration of nullity or invalidity of any clause of these Particular conditions, unless they are of an essential nature, will not affect the validity and effectiveness of the other clauses.

The failure or delay by any of the parties involved in these Particular conditions to exercise or enforce any right, power or remedy under these Particular conditions will not be considered a waiver of such right, power or remedy.

#### **19. NOTIFICATIONS**

To You: Unless otherwise stated in this document, the notices made by **TID** under these Particular conditions will be provided to You through the email address You have provided to **TID** in the registration process that was completed to acquire the right of access to and use of **Metashield** or at any updated email address that **You** have provided to **TID** and/or affiliates. It is your responsibility to keep your email address up to date and you will be deemed to have received any email sent to that address, if it is sent from **TID** and/or affiliates, regardless of whether you actually received the email.

To TID: For notifications that **You** send to **TID** under these Particular conditions and for questions regarding these Particular conditions or **Metashield**, you may contact us via the email address [metashield@tu.com](mailto:metashield@tu.com).

Any support-related question or consultation regarding **Metashield** should be made via the contact information provided above.