LATCH END-USER LICENSE AGREEMENT (hereinafter, "EULA")

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION OF THE PROGRAM.

These license terms and conditions (hereinafter, the "Terms") represent an agreement between Telefónica Digital España S.L.U, as a company incorporated and registered in Spain with tax ID code (CIF) B-83.188.953 and registered office at Calle Gran Vía nº 28, Madrid 28013 (also called "**ElevenPaths**") and **You** (whether a natural person or a legal entity) regarding your use of **LATCH** (hereinafter "Latch").

Latch is protected by international copyright laws and agreements, as well as other international intellectual and industrial property agreements. Latch is licensed, not sold.

These Terms apply to Latch, which includes:
- Updates, new releases, improvements, future versions;
- Associated software supplements and components;
- Print materials and online and electronic documents;
- Internet-based services; and
- Support services except when said services are covered by other terms. In this case, their corresponding terms will be applied.

By (i) accepting this EULA electronically, (ii) performing this EULA, (iii) installing, copying, downloading or using Latch in any other way, **You** agree completely and unequivocally to these Terms without modification. If you do not accept them or have no intention of being legally bound by these Terms, please do not access, install, download or use Latch in any way.

1. LICENSE CONCESSION AND LIMITATIONS

The Latch license, granted by **ElevenPaths** under this **EULA** is limited, revocable (as explained in this document), non-exclusive, non-transferable, worldwide and not sublicensable, and is granted only for the purposes established in these Terms. The specific use of Latch is set out in point 2 of this document "DESCRIPTION OF Latch".

This **EULA** implies no obligation for **ElevenPaths** to update any software, nor issue any new version, launch or updates of Latch.

1.1   The Latch license is subject to:

1.1.1   Access and use.

This **EULA** gives **You** the right to access and use Latch for the purpose for which it has been designed according to that set out in this document.

1.2   In order to respect the use of Latch, **You** also agree that:
 (a)   you will not share, grant, copy, sublicense, transfer, lease, rent, sell, distribute, install or provide third parties with (i) the Latch license, (ii) any use or application of Latch, or (iii) your rights under this **EULA,** nor will you pledge Latch as a guarantee or encumber it in any other fashion;

(b)   you must comply with **ElevenPaths'** instructions in relation to the use of Latch:

(c)   you must not (i) use Latch in a manner inconsistent with its fair use in good faith, (ii) make use of Latch in a fashion which, in **ElevenPaths'** judgement, has a direct effect (or will probably affect) on Latch or other **ElevenPaths** clients**,** (iii) use Latch in a manner which could disrupt, interfere with, distort or damage **ElevenPaths'** systems**,** (iv) make use of Latch in a fraudulent manner or in relation to any kind of offense, (v) use Latch to send, receive, store or share, in a conscious manner, any material which may be considered illegal, unprotected, offensive, abusive, indecent, defamatory, absence or threatening, may imply deception, or any other material that could cause offense, (vi) use Latch to harass, spy on any individual, or impersonate another individual or acting in a manner which may reasonably be considered unpleasant, or is in any way detrimental to third parties, (vii) use Latch in a way which infringes upon any license, code of practice, instructions or guidelines issued by a competent regulatory authority, (viii)) use Latch to send spam or unsolicited publicity or promotional material, (ix) use Latch to send or transmit anything, content or software material, which constitutes or contains a virus, (x) use Latch in a manner which could harm the reputation of **ElevenPaths** or any other Telefónica Group entity, or that of LATCH SERVICE, or bring **ElevenPaths** into disrepute, or affect the reputation of third parties, (xi) use Latch in any way which infringes upon copyrights, trademarks, confidentiality, privacy or in any way which infringes upon the industrial or intellectual property rights of third parties, (xii) hold or continue to maintain licenses, consent and/or notifications required by any law, regulation and/or applicable administrative orders to receive and use Latch where applicable.

(d)   you will use Latch solely (i) to identify yourself both within the application itself and on other applications which have Latch integrated (ii) in accordance with all applicable laws and regulations and (iii) as stipulated in these **Terms** and any other documentation which forms part of Latch;

(e)   you will not use any documentation which forms part of Latch except to supports its authorized use;

(f)   except as expressly provided for in these **Terms,** you will not (i) modify, adapt, translate, duplicate, disassemble, decompile, reassemble, reverse the compilation or carry out reverse engineering, nor take any similar measures in relation to Latch for any purpose, or (ii) attempt to discover the source code or underlying algorithms of Latch (unless regulations in force prohibit this and then, only to the extent specifically provided for by the applicable law, and only after providing **ElevenPaths** with reasonable written notification in advance and giving them the opportunity to respond);

(g)   for the purposes of designing, modifying or developing services or software of a similar nature to Latch in relation to purpose, scope or function, you will not engage in competitive analysis, benchmarking, use, evaluation or visualisation of Latch nor create any derivative based on Latch, be it for internal use, licensing or resale;

(h)   you must comply with the applicable laws and you will not allow any party, be it directly or on your behalf, to infringe upon or breach any of these limitations; and

(i)   with respect to maintaining copyright notices, you will not remove or alter any copyright notices in any copy of "Latch".

2.   DESCRIPTION OF LATCH

Latch is a mobile application and a service, which allows you to add an extra level of security to your online accounts, and services. In order to avoid unauthorised use, Latch allows you to disconnect your accounts with the touch of a button whenever you're not using them.

Latch is an extra layer of security implemented on online services or websites.

Latch can be accessed at the following website: https://latch.elevenpaths.com

3.   THE LATCH SERVICE

Once you've downloaded the Latch app to your smartphone or Tablet from an authorised app store, you'll have to pair your Latch account with a compatible service for which you have registered. Then all you'll need to do is configure the block settings on the services and you'll be able to enjoy an extra level of protection.

You'll only be able to pair your Latch account with online services or websites which have integrated the Latch security functions into their respective services and for which you have previously registered (using a specific service account or a generic social networking account).

It is independent from the specific functioning provided by the online services or websites on which it is implemented. Latch does not store or process your private data related to the service providers, and nor is any personal data shared between Latch and the service providers.

ElevenPaths will take reasonable measures to provide support services during the registration process and accessing Latch ("Support Services"). Any request for Support Services must be sent to ElevenPaths using the following email address elevenpaths@elevenpaths.com or any other address which can be found on the webpage https://latch.elevenpaths.com

4.   SUPPORT SERVICES

Support Services requests will be dealt with by **ElevenPaths** as soon as possible.

5.   FEES

You should bear in mind that the use of Latch, unless otherwise stated by the relevant app store, has absolutely no cost to You.

6.   DURATION AND TERMINATION

This EULA will be in force until its termination by the user or **ElevenPaths** and will take effect from when **You** download the software and accept this EULA.

Upon expiration, this EULA will be renewed automatically for the same fees applicable at the time according to that stipulated in point 5 "FEES" of this document, for successive annual periods, unless one Party notifies the other of their

intention to rescind it, by way of written notification prior to two (2) months before the annual expiry date or any other renewal.

Notwithstanding the above, **ElevenPaths** may, at its discretion and without prior notification, rescind this **EULA** and any Latch license which has been granted to **You** by **ElevenPaths.**

Furthermore, **ElevenPaths** may terminate this relationship immediately in the event that (i) **You** fail to honour your payment commitment of the corresponding fees, providing **ElevenPaths** give you prior warning and you fail to remedy the situation within ten (10) days following said warning, (ii) **ElevenPaths** determines, at its discretion, that the provision of the service it is providing **You** with is prohibited by applicable law or has become impractical or inviable as a result of any legal or regulatory circumstances, (iii) **ElevenPaths** determines, at its discretion, that **You** have breached any of the terms and conditions of this document or that you are using Latch, or acting in a way that could result in Latch granted to other clients or any infrastructure related to Latch being adversely affected or (iv) **ElevenPaths** determines, at its discretion, that **Your** use of Latch (or the End Users' use) pose a risk to security or the service that could involve liability of **ElevenPaths** to third parties.

At the end or upon expiration of this **EULA**,
a)   The Latch license is terminated automatically and immediately;
b)   **You** must immediately cease and desist from any use of Latch;
c)   **You** must uninstall, return or destroy all copies of Latch in your possession and provide a written certificate issued by **You** or any of your authorised representatives to certify said action.

7.   INTELLECTUAL AND INDUSTRIAL PROPERTY

All titles including but not limited to copyrights, names, commercial brands, commercial names, service brands or any other identification feature of Latch and its copies, as well as any other distinguishable sign, patent, license or copyrights are the intellectual and industrial property of **ElevenPaths** or its providers.

These **Terms** grant you only the limited right to use Latch under the terms and limitations herein specified. **You** do not and will never have any other right, title or interest in this Service, which will remain, at all times, the exclusive property of **ElevenPaths** or an applicable third-party license provider to **ElevenPaths**.

All title and intellectual property rights over the content which can be accessed by using Latch are property of the respective owner of said content and may be protected by applicable copyright or intellectual property laws and agreements. These **Terms** do not grant you any usage rights over said content. All rights not expressly granted are reserved by **ElevenPaths**.

You recognise and accept that **ElevenPaths** will be the sole owner of any improvements, updates or works related to Latch developed by **ElevenPaths** during and following the termination of these **Terms**. Without limitation to the above, **You** recognise and expressly accept that **ElevenPaths** will be the sole owner of any recently developed intellectual and

industrial property, including but not limited to (i) recently developed, revised or modified source code and (ii) anything related to Latch or with **ElevenPaths'** general business, regardless of whether it is developed, revised or modified in response to your requests, suggestions or ideas, even if **You** have received payment for these. While these **Terms** remain in force, and afterwards, you will not assert the invalidity of **ElevenPaths'** intellectual and industrial property rights over Latch, or dispute the right, ownership or interest of **ElevenPaths** in regard to the application, and you may not cause, influence or assist another party to conduct such assertions or disputes in any way.

8. GUARANTEES

ElevenPaths guarantees that Latch will substantively conform to the functional specifications set out in these **Terms** for three months following its issue.

ElevenPaths expressly disclaims granting any other guarantee on Latch. **You** understand and expressly accept that the use of Latch is at your own risk. Latch is supplied as is and according to availability. Without any express or implicit guarantee of any kind, including but not limited to any warranty of merchantability, non-infringement or fitness for a particular purpose, even without guarantee that Latch will comply with its requisites or that the use of the Service will be uninterrupted, adequate, secure or free of errors, or that the results obtained from the use of Latch will be accurate, reliable, or that Latch's quality will satisfy your expectations. **ElevenPaths** does not guarantee or accept any responsibility for the accuracy or integrity of any information, documentation, text, graphics, links or other elements contained in Latch. **ElevenPaths** provides no guarantees in regard to any harm which may result from the transmission of a computer virus, worm, time bomb, logic bomb or any other similar program. **ElevenPaths** is also expressly exempt from providing any guarantee or representation to Final Users or third parties.

You agree to indemnify and protect **ElevenPaths** and its subsidiaries (including any entity within Telefónica Group), officials, agents, employees, advertisers or partners from (i) any third-party claim arising from or related to your use (or use by your end users) of Latch in respect to these **Terms,** (ii) all and any damage which results from a breach of any applicable regulation or law by you or the End Users or as a result of any other action related to the use of Latch, or as a result of a breach of any of these **Terms** by your End Users or as a result of the End Users' use of Latch; (iii) any claim against **ElevenPaths** brought by any of your End Users or third parties in relation to any service, content or another service provided or sent by **You** (directly or through your End Users) using Latch or (iv) any damages to another team belonging to **ElevenPaths** or any Telefónica Group company caused by your or your End Users' failure to comply with these **Terms;** including any liability or expense derived from claims, losses, damages (real or consequential), lawsuits, legal costs and lawyer fees, or of any other nature. In such a case, **ElevenPaths** will send you a written notification of said claim, lawsuit or any legal action.

9. LIMITATION OF LIABILITY

In no case will **ElevenPaths** be liable for any damages (including but not limited to, loss of profits or business, business disruption or loss of information) which arise from your use or inability to use Latch (including your end users), the cost of acquiring substitute goods or services, the declaration or conduct of third-party products and services, even if **ElevenPaths** has been warned of the possibility of such damages.

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

ElevenPaths accepts no liability in regard to the content of Latch or any part of the Service, including but not limited to errors or emissions in content, slander, infringement on publicity and privacy rights, brand rights, business disruption, personal damages, loss of privacy, moral rights or disclosing confidential information.

In any case, the limitation of liability of **ElevenPaths** for all damages which arise from or are related to these **Terms** or Latch will be restricted to fifty percent (50%) of the fee paid by you for the access and use rights to Latch, received by **ElevenPaths** in the twelve (12) months immediately prior to the event which brought about the claim.

Nothing in this agreement will exclude or restrict the liability of any of the parties for: (i) death or personal injury due to said party's negligence; or (ii) fraud or false or distorted declarations.

Nothing in this agreement will exclude or restrict the liability of any of the parties with respect to any responsibility which cannot be excluded or restricted by law.

10. CONFIDENTIALITY

You undertake to treat information data, news or documents related to Latch in any way which you obtain or receive as a result of the execution of these **Terms** in a strictly private and confidential manner and not to disclose them to third parties ("Confidential information").

The commitment established in the above paragraph will not be considered breached if the information, news, data and / or the documents are already in the public domain when they are revealed or disclosure of said information is required by law, or if a competent body orders the full or partial disclosure of the Confidential Information.

For the purposes of this section, the Confidential Information also includes these **Terms,** including the relevant consideration, the **ElevenPaths** system, any document, business offer, information or presentation given by **ElevenPaths** in relation to the technology of **ElevenPaths'** business partners, promotional and marketing activities, finances and other commercial matters.

The confidentiality obligations established in this document will endure following the termination of these **Terms** and will continue until any of the exceptions included under this article apply.

If **You** are required by statute, law or applicable regulation or

by a legal or regulatory authority to disclose any Confidential Information, you must provide **ElevenPaths** with adequate notice (if the law, regulatory authority or competent body permit it) of such necessity, in order that the affected party may request a protection order or other appropriate remedy in a timely manner or waive compliance with the terms of this section. **You** also agree to cooperate with **ElevenPaths** in its efforts to obtain said protection order or other recourse. In the event that said protection order or other recourse is not obtained, **You** must only allow the portion of the Confidential Information from within this document be revealed to the extent advised by a lawyer, who must legally disclose it and will take reasonable measures to obtain guarantees that confidential treatment will be applied to said Confidential Information.

11. LAW AND JURISDICTION

These Terms and the **EULA** will be governed by Spanish Law.

The parties agree to submit any dispute in the interpretation and execution of these Terms and the EULA to the courts of the city of Madrid.

12. ASSIGNATION AND OUTSOURCING

You may not assign these Terms or the **EULA** nor transfer your rights or obligations in any fashion, including credentials, licenses or any other right, without prior written consent from **ElevenPaths**.

ElevenPaths, following written notification (including email) and without your consent, will be able to assign or transfer these Terms to third parties, whether or not they are a member of Telefónica Group.

ElevenPaths may outsource part or all of its obligations under this contract at any time.

13. PUBLICITY

ElevenPaths may use your name and / or logo in a client list used in marketing materials providing **You** give your consent to **ElevenPaths** via email in the corresponding request sent out by **ElevenPaths.**

Within forty-five (45) days of signing this **EULA, ElevenPaths** may publish a press release announcing their relationship with **You** as a client, providing you have had the chance to review and approve said press release.

14. PRIVACY

ElevenPaths recognises the importance of protecting your privacy as a Latch user, and as such you can consult the Privacy Policy here.

15. CONTRACTUAL MODIFICATION

ElevenPaths will be able to amend these **Terms** according to (i) technological changes, (ii) regulatory changes which affect the service, o (iii) the evolution of the Service itself, by publishing as such on the website https://latch.elevenpaths.com, for your information.

16. CONSERVATION AND COMPLETENESS OF THESE TERMS AND NON-WAIVER

The declaration of nullity or invalidity of any of the clauses in these **Terms,** unless they are absolutely essential, will not affect the validity or effectiveness of the remaining clauses.

The failure or delay of any of the parties involved in these **Terms** to exercise or enforce any right, power or recourse under these **Terms** will not be considered to represent a waiver of said right, power or recourse.

17. NOTIFICATIONS

To **You**: Unless otherwise established in this document, notifications made by **ElevenPaths** under these **Terms** will be delivered via the email address **You** provide to **ElevenPaths** in the registration process completed in order to acquire the rights to access and use Latch, or in any updated email address **You** provide to **ElevenPaths** and/or subsidiaries. It is your responsibility to keep your email address up to date and it will be considered you have received any email sent to said address if sent from **ElevenPaths** and/or subsidiaries, regardless of whether the email was actually received.

To ElevenPaths: For notifications that **You** send to **ElevenPaths** under these **Terms** and for questions related to these **Terms** or Latch, you can contact us using the email address **elevenpaths@elevenpaths.com.**

Any support question or query related to Latch should be sent to the aforementioned address.