

1.- Purpose.

The legal terms described below (hereinafter, the "Terms") are to regulate the relationship between TELEFÓNICA DE ESPAÑA, S.A.U. (hereinafter "TELEFÓNICA DE ESPAÑA") and the CUSTOMER, in everything related to the provision of the FUSIÓN DIGITAL Service (hereinafter the "SERVICE" or "FUSIÓN DIGITAL").

2.- Contracting the Service: Products and Subproducts.

The SERVICE is a global solution for Companies, that enable the CUSTOMER to customise its own contractual unit, depending on the needs of its business. To do this, the CUSTOMER may decide to contract one or various main products, and choose one or several subproducts within each main product.

The description of characteristics and prices applicable to each of the various categories of products and subproducts, which form FUSIÓN DIGITAL, are indicated in the different Annexes, which form an integral part of this contractual relationship. In order to customise their contractual relationship, each CUSTOMER should give consent and accept all or some of the annexes and documents, which are detailed below:

- ANNEX II – Terminals and fixed equipment- ANNEX III – Mobile terminals
- Fixed/mobile Portability Sheets (if applicable)
- Mobile Contract within Fusion Digital (if applicable)

In the event of any discrepancy between the regulations of this Contract and the provisions under any of the Annexes, the stipulations of the Annexes will prevail over this Agreement.

3. - Validity.

3.1.- Validity.

This contract will come into force on the day following its signature and shall be effective indefinitely.

In the event that on the date of termination of this Agreement, and regardless of the cause of termination, any of its annexes continue in force, it will be understood that the terms of this contractual relation will continue to be applicable, regarding those Annexes, whose validity has not terminated.

Nonetheless, if the CUSTOMER chooses to terminate in one and the same action the entire contractual relation regarding FUSIÓN DIGITAL (both what is regulated under these Terms and the stipulations of the different Annexes), the CUSTOMER must assume different penalties corresponding to the different products and subproducts included in the SERVICE.

Pursuant to the provisions of Art. 67.7 of Law 11/2022, of June 28, General Telecommunications Law, the Customer agrees to waive the maximum term of 24 months of this contract, the term established in this offer being applicable instead.

3.2.- Start-up/start date of the service.

The start date of the application of Terms, will be the date following the start-up date of each product and subproduct selected by the CUSTOMER, and which will form the FUSIÓN DIGITAL customisation.

In order for the CUSTOMER to contract FUSIÓN DIGITAL, it should have a product or service contracted from TELEFÓNICA DE ESPAÑA S.A.U., and another product or service contracted from TELEFÓNICA MÓVILES ESPAÑA, S.A.U., which will be managed by TELEFÓNICA DE ESPAÑA S.A.U. Both services or products will be contracted under the same identification number of the legal entity.

In order to make use of the advantages of the SERVICE, it is compulsory for the CUSTOMER to have contracted the CONECTIVIDAD EMPRESAS Product.

Between contracting the aforementioned Product until its effective implementation, a period will elapse during which TELEFÓNICA DE ESPAÑA will implement actions and installations required, in order to provide the CUSTOMER with the technical means, to receive the provision of the CONECTIVIDAD EMPRESAS Product.

If after 90 days from the signature date of this contract, the effective implementation of the CONECTIVIDAD EMPRESAS Product is not possible, regardless of the cause, the contractual relation will be governed by the following rules:

- The Customer's mobile positions will be repositioned to the FUSIÓN EMPRESAS BÁSICO contract as appropriate. The CUSTOMER understands and accepts that this repositioning involves a new legal relationship with TELEFÓNICA MÓVILES ESPAÑA, S.A.U.
- The mobile terminals delivered to the customer will also be billed as a rental by TELEFÓNICA DE ESPAÑA, S.A.U. -The mobile terminals delivered to the customer and acquired via purchase will also be billed as a sale by TELEFÓNICA MÓVILES ESPAÑA
- In the event that it is finally impossible to implement the service, and if any type of material inherent to FUSIÓN DIGITAL had been delivered to the CUSTOMER, the CUSTOMER should proceed to return this material in full.
- Notwithstanding the foregoing, if the CUSTOMER decides not to return and hence acquire the material, TELEFÓNICA DE ESPAÑA will issue an invoice for this material in the next invoicing period.

3.3.- Period of provision between signing the contract and the start-up of different services. During the aforementioned period, the CUSTOMER will accept the changes of equipment or modifications of products and/or services offered, during the provision or installation of the service, of an amount under 100 €. The acceptance thereof by the CUSTOMER will be regardless of their cause; either requests from the CUSTOMER, or through a suggestion made by TELEFÓNICA DE ESPAÑA.

4.- Price, Invoicing and Payment

4.1.- Price.

As compensation for all products and subproducts included in the SERVICE, contracted by the CUSTOMER, the latter will be obliged to pay the corresponding prices that are established in the Annexes forming an integral part thereof. For Services not included in FUSIÓN DIGITAL, the prices corresponding to the Catalogue will be applicable. These can be consulted through the Customer Service Number **1489**, your personal advisor, and at www.movistar.es.

For the rest of billable items for the services that TELEFÓNICA MÓVILES ESPAÑA, S.A.U. provides to the CUSTOMER, such as traffic from the mobile line and any other service on the contract mobile line, not included between provisions of the Service mode, which would have been contracted, the prices corresponding to the Catalogue will be applicable. These prices can be consulted on the Customer Service Number **1489** and in www.movistar.es.

With regard to the above, as indicated in the following clause 4.3., TELEFÓNICA MÓVILES ESPAÑA, S.A.U. will invoice the CUSTOMER for any service provided, that is not included in the provisions of the FUSIÓN DIGITAL mode that had been contracted.

4.2.- Invoicing and payment: Exclusive direct debit. Regarding the provision of different products and subproducts selected by the CUSTOMER, the price of the Service will be invoiced in monthly periods (fees).

All billable concepts of FUSIÓN DIGITAL will be incorporated in the invoice corresponding to the provision by TELEFÓNICA DE ESPAÑA, S.A.U. of the fixed telephone service available to the public for end users. TELEFÓNICA DE ESPAÑA S.A.U. will also invoice all amounts generated by pending fees regarding the equipment contracted on a rental basis.

The amount of the service provided will be required from the moment that collection of the corresponding invoice is presented. This will be settled by the CUSTOMER, or by a third party, through an account in the Bank or Savings Bank that the CUSTOMER indicated for this purpose, when signing this Agreement. The account indicated by the CUSTOMER when contracting FUSIÓN DIGITAL, will prevail over any other that the CUSTOMER may have indicated previously.

Apart from the above, TELEFÓNICA DE ESPAÑA, S.A.U. will present to the CUSTOMER, the collection of the amount incurred through non-compliance, if applicable, of commitments undertaken in Annexes II and III, which from an integral part of this Contract. This specifically concerns all pending fees of the equipment contracted on a rental basis.

4.3.- Presentation of Charges by Telefónica Moviles España, S.A.U. In the event that the CUSTOMER contracts the Mobile Places Product within the SERVICE, TELEFÓNICA MÓVILES ESPAÑA, S.A.U. will invoice the CUSTOMER, in accordance with the prices indicated in clause 4.1., for the excess traffic of the mobile line and any other service provided to the CUSTOMER on this line, not including among the provisions of the Service mode which would have been contracted.

For the above purposes, the terms of invoice and payment established in the previous clause will be applied. The invoice will be paid by the CUSTOMER or by a third party, through the account in the Bank or Savings Bank that the CUSTOMER indicated for this purpose, when signing this Contract. The account indicated by the CUSTOMER when contracting FUSIÓN DIGITAL, will prevail over any other that the CUSTOMER may have indicated previously.

Apart from the above, TELEFÓNICA MÓVILES ESPAÑA, S.A.U., will present collection to the CUSTOMER of the amount incurred through non-compliance, as applicable, of the permanency commitment described in Annex III, which forms an integral part of these terms.

5.- Unsubscribing from Fusion Digital.

The CUSTOMER may unsubscribe from FUSIÓN DIGITAL, at any time, by suitably notifying TELEFÓNICA DE ESPAÑA, in writing.

The unsubscribing request from FUSIÓN DIGITAL by the CUSTOMER, will automatically lead to the withdrawal both from the CONECTIVIDAD EMPRESAS Product and from different products contracted and related to the SERVICE. The unsubscribing request by the CUSTOMER from any of the different products forming FUSIÓN DIGITAL, will not affect the remaining products of the SERVICE, which will maintain their validity and permanency commitment.

In the event that the CUSTOMER withdraws from FUSIÓN DIGITAL, the penalties will be implemented of each service contracted and detailed in Annexes II and III of this Contract.

In the event that the CUSTOMER chooses to maintain a contractual relation for its Mobile Position lines, the CUSTOMER will return to the terms and rates applicable to FUSIÓN BÁSICO. The CUSTOMER understands and accepts that this repositioning involves a new legal relationship with TELEFÓNICA MÓVILES ESPAÑA, S.A.U.

6. Changes within Fusion Digital. The changes made by the CUSTOMER between the different contractual modes of the SERVICE, both fees and/or over or under mobile rates, will not lead to any compensation for the non-compliance of the committed period, nor will it interrupt or restart the calculation of this period of permanency.

If the customer received any type of support to acquire a rented terminal in the mobile position, and repositioned the rates, this support will be eliminated or it will be modified accordingly. If the customer received any type of support to acquire a purchased terminal in the mobile position, and repositioned to a lower rate, it should accept an amount proportional to the support received and to the time remaining on the committed period of permanency.

7.- Previous commitments to Fusion Digital.

In the event that before contracting FUSIÓN DIGITAL, the CUSTOMER had one or more permanency commitments in force, and/or one or several minimum expense commitments, associated to mobile lines that form part of FUSIÓN DIGITAL, all these commitments will remain in force until completing the period of commitment. Similarly, invoicing of the minimum expenses will not be interrupted during the time the line remains associated with TELEFÓNICA DE ESPAÑA S.A.U or TELEFÓNICA MÓVILES ESPAÑA, S.A.U.

Therefore, during the validity period of FUSIÓN DIGITAL, all commitments that the CUSTOMER had with TELEFÓNICA DE ESPAÑA, S.A.U. and TELEFÓNICA MÓVILES ESPAÑA, S.A.U., will coexist cumulatively.

Furthermore, during the time period that the mobile lines remain associated with FUSIÓN DIGITAL, the time of compulsory permanence initially undertaken regarding these lines will continue to be calculated until their expiration. Moreover, the corresponding penalties will accrue in case of early withdrawal of these lines in TELEFÓNICA DE ESPAÑA, S.A.U. and TELEFÓNICA MÓVILES ESPAÑA, S.A.U., for the non-compliance of any other cause indicated in the terms that apply to it.

8.- Suspension from Fusion Digital.

8.1.- Suspension for non-payment

Total or partial delay in payment by the CUSTOMER of the owed amounts of more than one month from the presentation for payment of the receipt for the charge corresponding to the invoicing of FUSIÓN DIGITAL, will entitle TELEFÓNICA DE ESPAÑA and TELEFÓNICA MÓVILES ESPAÑA, after notifying the CUSTOMER, to suspend, respectively, the provision of products and subproducts contracted by the CUSTOMER under the FUSIÓN DIGITAL Service.

TELEFÓNICA DE ESPAÑA will notify the CUSTOMER of the aforementioned suspension of services at least 15 days in advance of the date when suspension will take place. In this notification, TELEFÓNICA DE ESPAÑA will indicate the date the service will be suspended owing to non-payment, which cannot be done on a non-business day. The non-payment of services that are not considered electronic communications, will not lead to the suspension of services, provided that the part of the invoice corresponding to electronic communications services is paid. In this case, if the CUSTOMER is not in agreement with the invoice, it will have the right to obtain separate invoices, if requested beforehand.

A delay in payment of a TELEFÓNICA MÓVILES ESPAÑA, S.A.U. invoice related to services included in FUSIÓN DIGITAL, will give the right to this Company, having previously notified the CUSTOMER, to suspend the provision of all the CUSTOMER's mobile positions.

8.2.- Permanent suspension owing to non-payment.

A default in payment of services provided, for a period over three months, or the repetition of two temporary suspensions for delayed payment of services corresponding to the contract, will lead to the permanent interruption in the provision of all products and subproducts contracted by the CUSTOMER under the SERVICE.

A delay in payment of services provided by TELEFÓNICA MÓVILES ESPAÑA, S.A.U., for a period over three months, or the repetition of two temporary suspensions for delayed payment of services corresponding to the contract, will lead to the permanent interruption in the provision of all mobile points of the CUSTOMER.

Likewise, the permanent interruption of the CONECTIVIDAD EMPRESAS product will lead to the withdrawal of the CUSTOMER from different products contracted and associated to the SERVICE.

8.3. Restoration of suspended service

TELEFÓNICA DE ESPAÑA will restore suspended services within 5 days following the date it was recorded that the due amount had been settled. It will collect a payment of 50 euros from the CUSTOMER for the restoration of all services. Indirect taxes that may correspond will be applied. 8.4.- Interest on arrears. **Offsetting the debt** In the case of delayed payment of invoiced amounts, TELEFÓNICA DE ESPAÑA may issue an invoice to the customer for interest on arrears, applying the current legal interest rate at that time.

Charged to the favourable balances of the CUSTOMER, arising from any commercial relation existing between the parties, TELEFÓNICA DE ESPAÑA may offset the amounts of credits, of which TELEFÓNICA DE ESPAÑA is holder, from any invoice issued by this Company and charged to the CUSTOMER.

By accepting these terms, the CUSTOMER consents to TELEFÓNICA DE ESPAÑA making these offsets at any time, against favourable balances

9.- Security deposits and presentation of advanced payment collection.

9.1.- Security deposits.

In the request for registration in the service and at any time during the term of this contract, TELEFÓNICA DE ESPAÑA may, in order to guarantee the fulfilment obligations arising from this contract:

- Ask the CUSTOMER to draw up a guarantee, through a non-remunerated deposit in cash or a bank guarantee.
- Assign a credit limit.

These measures will be adopted in the event of any of the following causes:

- The existence of non-paid amounts by the CUSTOMER for any contract entered into with TELEFÓNICA DE ESPAÑA.
- The repeated default in payment of the corresponding invoices.
- The impossibility for TELEFÓNICA DE ESPAÑA of verifying that the CUSTOMER has a sufficient level of solvency to meet its contract obligations. This check will be carried out with full respect to current legislation, by accessing automated files, in which personal data have been obtained, in accordance with article .6.1 b) of the European Data Protection Regulation 2016/679 in relation to Article 22 of the same document as well as any regulation that replaces it or is applicable, as well as to verify the accuracy of the data provided by the client.
- Exceeding the credit limit set by TELEFÓNICA DE ESPAÑA.

The non-provision of a guarantee will enable TELEFÓNICA DE ESPAÑA to reject the registration application in the CUSTOMER's service, restrict outgoing calls, suspend or terminate the contract, and permanently interrupt the service.

If a CUSTOMER, with debts pending, were to request the termination of the contract or withdrawal from the SERVICE, the change in ownership or transfer of the contract, TELEFÓNICA DE ESPAÑA may enforce the guarantee for the total amount due, leaving the rest at the disposal of the CUSTOMER.

In the event of non-payment, TELEFÓNICA DE ESPAÑA may enforce the guarantee presented by the CUSTOMER, or take over the unpaid amount of the deposit. This includes the corresponding interest on arrears, if applicable, notwithstanding any remaining actions that could arise from non-payment, in accordance with this Contract or current law.

9.2.- Presentation of advanced payment collection.

TELEFÓNICA DE ESPAÑA may advance the presentation of payment collection of the amounts accrued in the following specific cases:

- The credit limit set by TELEFÓNICA DE ESPAÑA has been exceeded.
- Suspension or interruption of the service.
- In cases of fraud or objective and accredited risk of non-payment.

10.- Data protection.

Telefónica de España S.A.U, Telefónica Móviles España, S.A.U and Telefónica Soluciones de Informática y Comunicaciones de España S.A.U (hereinafter and jointly referred to as "Telefónica Empresas") are committed to clear privacy principles and values where transparency, control and security of our customers' personal data are our priority in the design and provision of our services.

Therefore, on the occasion of the application of the new Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, "GDPR"), we hereby inform you that Telefónica Spain has taken the necessary measures to comply with the obligations in relation to the processing of our Customers' personal data, that is, in our capacity as "Data Processor".

Consequently, in the event that the provision of the service you have contracted with us may give rise to the processing of personal data on behalf of our Clients, we assure you that we will do so in accordance with our Special Conditions for the Processing of Data in the Provision of "Fusión Digital" Services, which are attached below.

10.1.- SPECIAL CONDITIONS FOR THE PROCESSING OF DATA IN THE PROVISION OF "DIGITAL FUSION" SERVICES

This document sets out the Specific Terms of Telefónica España S.A., Telefónica Móviles de España S.A.U. and Telefónica Soluciones de Informática y Comunicaciones de España S.A. (hereinafter, "Telefónica Empresas" or "Service Provider"), in application of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons (hereinafter, "GDPR") with regard to the processing of personal data of its Customers in its capacity as "Processor".

In this regard, if as a result of the execution of the service contracted by the Customer, Telefónica Empresas carries out any type of processing of personal data

on behalf of the Customer, Telefónica Empresas will be considered the "Data Processor" in accordance with the provisions of Article 28 of the GDPR.

These terms on data processing, including its appendices ("the Terms"), shall be effective and shall supersede any terms and conditions on data processing prior to the application of the GDPR.

These Conditions will remain valid for the duration of the Contract period as well as after it has expired, in accordance with the conditions expressed herein.

a) Commitments of the Service Provider as Data Processor.

The Service Provider shall at all times comply with all the obligations that may be required for processing in accordance with the provisions of the General Data Protection Regulation, the Organic Law on Data Protection, and any other applicable (national or supranational) regulations, as well as with the reasonable and documented instructions of the Data Controller that, where applicable, may be considered part of this contract, providing at all times sufficient guarantees to implement appropriate technical and organisational measures for this purpose.

In particular, the Service Provider undertakes to:

- i. Process personal data strictly necessary for the performance of this contract, which may not be communicated or provided to third parties under any circumstances, except with the prior, express and written authorisation of the Data Controller for those legally admissible cases or unless it is obliged to do so by virtue of Union or Member State law that applies to the Service Provider. Under no circumstances will the Service Provider use the said data (including security copies) for its own ends;
- ii. Keep a documented record of all categories of processing activities carried out on behalf of the Data Controller under this Agreement, containing:
 - a. the name and contact details of the Data Processor(s), and of each Controller on behalf of whom the Service Provider acts as well as, where applicable, of the representative of the Controller or of the Processor and, where applicable, of the data protection officer;
 - b. The categories of processing operations carried out on behalf of the Data Controller;
 - c. Where appropriate, the transfer of data to a third party country or international organisation, including the identification of the third party country or international organisation along with documentation providing adequate guarantees as required by the Applicable Data Protection Regulations;
 - d. A general description of the technical and organisational security measures;
- iii. Transfer to the Data Controller the technical and organisational measures available to the services contracted by the former, bearing in mind the current technical conditions, the costs of implementation, and the nature, scope, context and purposes of the processing, as well as risks of varying probability and severity regarding the rights and liberties of natural persons. The Customer will be solely responsible for ensuring these measures are appropriate in each case in order to guarantee an adequate level of security against risk in compliance with Article 32 of the GDPR. Upon written request by the Data Controller, the Service Provider shall make available to the Controller an updated list of the security measures adopted for the specific services provided to the Data Controller. Notwithstanding the foregoing, the Service Provider will apply the security measures contained in Appendix A.
- iv. Assist the Data Controller, taking into account the nature of the processing, through appropriate technical and organisational measures, whenever possible, so that the Data Controller can comply with its obligation to respond to requests aimed at exercising the rights of data subjects, i.e. the rights of transparency, information, access, rectification and erasure (right to be forgotten), limitation of processing, portability, objection or not to be subject to automated individualised decisions (including profiling), among others specified in Chapter III of the GDPR. In all cases, this obligation to offer assistance will be subject to the specific terms included in the conditions of each service subscribed to, so long as they are subsequent to the implementation of the GDPR.
- v. It is the responsibility of the Data Controller to provide the right to information at the time of data collection, unless otherwise expressly specified in the terms and conditions of the service contracted, provided that they are subsequent to the implementation of the GDPR.
- vi. Assist the Data Controller in relation to the performance of data protection impact assessments under the terms of Article 35 of the GDPR.
- vii. Assist the Data Controller in carrying out prior consultations with the competent supervisory authority, where appropriate, under the terms of Article 36 of the GDPR, taking into account the nature of the processing and the information available to the Service Provider.
- viii. Assist the Data Controller in relation to notifications and communications of a personal data security breach to supervisory authorities and data subjects, in accordance with the terms set out in this Annex.
- ix. Erase all personal data upon termination of the provision of the services covered by these Terms and Conditions, unless otherwise expressly requested by the Data Controller, as well as any existing copies unless the retention of personal data is required by Union or Member State law applicable to the Data Processing Manager. In any case, the measure adopted will be conditional on the specific services included in the terms and conditions of each service contracted, provided that they are subsequent to the application of the GDPR.

x. Guarantee to raise awareness and give training on the subject of personal data protection to anybody the Service Provider is responsible for who is authorised to deal with Personal Data. The Service Provider will specifically guarantee that its staff knows all about the security measures that it uses and how to apply them and the procedure for dealing with incidents related to security breaches.

xi. Appoint, in writing, a European Union Representative in cases where the Service Provider does not have a base in the EU.

xii. Appoint, where appropriate, a data protection representative.

In the event that the assistance obligations contained in the preceding paragraphs require the performance of external or internal audits, or require a greater dedication of resources than those used in the performance of this contract, the Service Provider reserves the right to pass on to the Data Controller the reasonable and justified additional costs that such increase in resources would entail.

b) Subcontracting.

The Data Controller authorises the subcontracting by the Service Provider of such subcontractors as it deems necessary for the proper provision of the services covered by this Agreement. Upon request by the Data Controller, the Service Provider shall provide the Data Controller with an updated list of all categories of subcontractors involved in the provision of the services contracted by the Data Controller.

Each subcontractor will also be considered as a Service Provider under the same terms as the Service Provider named in this Contract. In this regard, the Service Provider commits to signing a data processor agreement with the subcontractor by which the subcontractor commits to fulfilling the same obligations as the Service Provider under the terms of this Contract.

In any cases, the same data protection obligations shall be imposed on the sub-processor so that the processing complies with the provisions of the GDPR.

c) International Transfers.

The Service Provider can store Personal Data on servers located outside the European Economic Area or undertake actions relating to processing that imply an international transfer of data so long as it has obtained the necessary authorisations or complied with the minimum legal requirements that legitimise such transfers.

The Service Provider must assure an adequate level of protection and guarantee its compliance with European regulations and current Spanish legislation at all times. In this respect, the Service Provider must provide sufficient guarantees, ensuring that data subjects have access to their rights and that effective legal action is available to them.

d) Breaches in security of personal data.

In the event that the Service Provider becomes aware of a personal data security breach, understood under the GDPR as any breach of security resulting in the accidental or unlawful destruction, loss or alteration of personal data transmitted, stored or otherwise processed, or the unauthorised disclosure of or access to such data, affecting personal data under the responsibility of the Data Controller, originating in the systems for which the Service Provider is responsible for their management, maintenance or administration, the Service Provider shall notify the Data Controller of such breach of security under the terms provided for in the regulations in force.

From the moment they become aware of the security breach, the Service Provider will adopt the necessary measure to remedy it, including, if necessary, measures to offset the potential negative consequences.

Notwithstanding the foregoing, the Service Provider will execute any instructions they might receive from the Data Controller as quickly as possible.

The notification referred to in the first section must: a) include the name of the Service Provider, contact details for a single point of contact designated by the Service Provider to deal with personal data security breaches; b) describe the nature of the personal data security breach, including, where possible, the categories and approximate number of the data subjects affected, and the categories and approximate number of personal data records affected; c) describe the potential consequences of the personal data security breach; d) describe the measures taken to remedy the breach including, if appropriate, the measures taken to mitigate possible negative effects, as well as details of any incident ticket or tracking number assigned to the personal data security breach.

In all cases, the Service Provider will implement and maintain a documented process of security incident management that will, as a minimum, include the following information regarding potential personal data security breaches: identification, date of detection, category, prioritisation, scale, investigation and diagnosis, resolution, recovery and closure.

e) Confidentiality.

The Service Provider commits to complying with the obligation to maintain due confidentiality and secrecy about the facts, personal data, information, knowledge, documents and other elements it has access to in order to provide the agreed service without having the right to keep a copy of or use them for any purpose other than those expressly detailed in this Contract.

Additionally, the Service Provider agrees that confidential information is only available to those individuals or legal entities that are carrying out tasks for which there is a strict requirement for the information. In this regard, the Service Provider

will advise the said individuals or legal entities of their obligations in respect of confidentiality, ensuring their compliance with them and guaranteeing that the people within the Service Provider's organisation authorised to process personal data, have committed themselves to respect confidentiality under terms equivalent to those established by this Contract;
These confidentiality obligations will remain in effect even after the validity of this Contract expires.

f) Auditing.

The Data Processing Manager undertakes to make available to the Data Controller all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR, as well as to allow and contribute to the performance of audits, including inspections, by the Data Controller or by another auditor authorised by the Data Controller and at the Data Controller's sole cost and expense. The Data Controller shall be responsible for contracting an independent entity for this purpose (which shall not be a competitor of the Data Controller and shall be duly qualified), which shall be bound by strict professional secrecy.

The Data Controller may make one audit request per year, and shall request the audit or inspection at least thirty (30) days prior to the beginning of the audit, and as soon as the Data Controller becomes aware of such need, in order to prepare the physical space involved. In this Request, the Data Controller shall specify:

- the scope, which shall in any case be limited to the obligations under GDPR Article 28 ,
- the location,
- the duration of the audit,
- the names and ID numbers of the auditors, and
- a schedule of planned meetings and the controls to be audited at each meeting.

In any case and with respect to the amount of days the audit lasts, the audits by the Data Controller shall be limited to a maximum of 3 working days. Audits and inspections may only take place until the end of the personal data processing by the Data Processing Manager. In addition, the parties shall use certifications issued by the Data Processing Manager or other audit reports to avoid or minimise repeating audits. The Data Controller shall provide the results of any audits to the Data Processing Manager.

The audit cannot take place without the prior signature of a Non-Disclosure Agreement with the Data Controller (NDA). If it is decided to engage, at its own expense, a third party audit firm, it shall be necessary for the Service Provider to approve the chosen firm. In this case, the auditing firm must also sign the Non-Disclosure Agreement. Evidence must be provided that the auditors who actually carry out the audit have signed a non-disclosure clause in their employment contract or, failing this, evidence that they have signed a Non Disclosure Agreement prior to carrying out the audit.

In no case, restricted or reserved information of the Service Provider shall be provided. The Data Controller may not install auditing software or scripts on the Service Provider's information systems for data collection.

g) Contact details of the Parties.

Each of the Parties is informed that the contact details of their representatives and employees will be processed by the other Party with the objective of allowing the agreed services to be undertaken, fulfilled and controlled. Such processing is based on compliance with the contractual relationship, and the data will be held during the entire period this Contract is valid for and even beyond, until any liabilities derived from them expire. Additionally, each Party must fulfil their obligations to their representatives and staff in respect of information.

The data of the Parties can be communicated to banks and financial bodies in order to manage payments and receipts, to the Tax Agency and to other Public Administrations for the purpose of submitting the appropriate tax declarations and complying with their respective legal obligations according to current legislation and with Public Administrations in the cases provided for in law for the purposes defined therein.

The Parties may request access to the personal data referred to in this clause and its rectification, erasure, portability and restriction of its processing, as well as objecting to it by contacting the registered office of the other Party.

h) Liability.

The Service Provider will be liable for any sanctions and fines arising from any non-compliance with the provisions of this agreement.

i) Validity, applicable law and jurisdiction.

The appendices form a binding part of this Agreement.

The provisions of this Agreement precede the different regulations on data protection that may appear in the Service Contract.

This Agreement is governed by Spanish law and the Courts of Madrid will be the competent jurisdiction to deal with potential disputes.

If a provision becomes or is declared null and void, or else a genuinely necessary provision is not included, the validity of the other provisions in this Agreement will not be affected. Any null and void provision or legal loophole will be replaced by a valid legal precept that, as far as possible, reflects the potential intentions or intentions of the Parties in line with the proposal made in this Agreement had the Parties been aware of the legal loophole.

APPENDIX A. SECURITY MEASURES

>Security Policy.

Telefónica España has a Security Policy defined at Group Level that establishes the general provisions and guiding principles in respect of Physical and Digital Security.

>Regulatory and Procedural Framework

The general provisions of the policy are specified and developed within a Regulatory and Procedural Framework for Security Management that helps to define and implement protection measures and security controls.

>Security Governance Model

The planning and management of security is articulated through a Governance Model that defines and creates the required roles, functions and responsibilities.

>Information Security Management System (ISMS)

With regard to Information Security Management, Telefónica has ISMS certification that complies with the dictates of Regulation UNE-ISO27001 and the National Security Scheme (Spanish acronym ENS) covering a range of services and also physical infrastructures and general data centre facilities.

>Certified Data Processing Centre (DPC) infrastructures

Alcalá Data Centre: Tier IV certification that guarantees compliance with the security requirements regarding physical access and the general protection of DPC infrastructures (power supply, air conditioning, communications, etc.)

>Security training and awareness raising

Awareness-raising programme and in-house training to disseminate the basic principles of responses and procedures with regard to security, in order to guarantee the legal and regulatory compliance of employees.

Procedure for responding to and managing security incidents

Telefónica has an incident management process and a response team (CSIRT), that forms part of its certified Information Security Management System (ISMS), covering the complete life cycle of security incidents from logging it through to its resolution, including analysis and diagnostics, categorisation, immediate response, notification and forensics.

10.2.- RENTAL EQUIPMENT AND FINANCIAL ENTITIES. The availability of infrastructures may require the participation of a FINANCIAL ENTITY, which will be specified in the corresponding Annex, in order to finance and manage the operation. Therefore, in order to comply with current regulations on data protection, the CUSTOMER is duly informed by TELEFÓNICA DE ESPAÑA S.A.U. that contracting the SERVICE implies the notification of personal data and those of the mobile telephone owner, associated to the SERVICE between TELEFÓNICA DE ESPAÑA and TELEFÓNICA MÓVILES ESPAÑA S.A.U., and the FINANCIAL ENTITY, for the purpose of managing the mentioned product.

11.- Correct use of services.

The CUSTOMER shall refrain from taking any action that involves a use not contemplated in the services and features included in FUSIÓN DIGITAL, both in these terms and conditions and in the related services provided by TELEFÓNICA DE ESPAÑA. The CUSTOMER will be responsible for all purposes, of any fraudulent activity that may detriment or damage TELEFÓNICA DE ESPAÑA or third parties.

Neither may it use the possibilities of the services, in any of its provisions and facilities, for purposes of remote hearing or surveillance, along with any connection, regardless of its duration, for purposes other than active communication between individuals.

It is prohibited to re-sell or market any of these services. Likewise, the different products are subject to the specific limitations established for each of them in Annex III (Description of the services that make up Fusión Digital) of these conditions.

Likewise, and under the provisions of clause eight of these conditions, TELEFÓNICA DE ESPAÑA S.A.U. and TELEFÓNICA MÓVILES DE ESPAÑA S.A.U. reserve the right to suspend or interrupt definitively the Service that it provides to the CUSTOMER in case of (i) inappropriate or abusive use of the services or (ii) a user abusively exceeds the consumption of electronic communications for this service.

12.- Limit of liability.

TELEFÓNICA DE ESPAÑA will apply the best technical and procedure developments to ensure maximum quality at all times in all communications involved in the SERVICE. In spite of the above, in the event of service provision interruptions, the CUSTOMER will have the right to the corresponding compensation. Notwithstanding the foregoing, and during the term of this contractual relation and in relation to remaining compensation actions, TELEFÓNICA DE ESPAÑA, will only meet compensation for damage caused, based on the following rules:

- i) It will not cover indirect damages or loss of earnings, data losses, loss of profits or business of the CUSTOMER. ii) It will reach a maximum amount equivalent to the price that the CUSTOMER will pay for the affected service or services for a period of TWO (2) MONTHS.

13. Modification of conditions

The Customer undertakes to notify TELEFÓNICA DE ESPAÑA of any change in the contract details, especially those corresponding to the billing address and the bank account for the direct debit of payments. TELEFÓNICA DE ESPAÑA, with the sole purpose of restoring the balance of benefits between the Parties, may modify the conditions established in the contract and in particular its price, for any of the following reasons when they are due to situations occurring at a time after the rates for the Service have been set by Telefónica de España:

- Increase in the costs of the business sector in which Telefónica de España operates and which have an impact on coverage, network quality or the characteristics of the service provided.
- Regulatory changes (including taxes, fees or administrative or judicial rulings) affecting the terms for the provision of the Service.
- Increase in the consumer price index (CPI) or, failing that, in the Producer Price Index (PPI).

TELEFÓNICA DE ESPAÑA will inform the customer of any modification, indicating the precise reason for it, at least ONE (1) month prior to the date on which the modification is to be effective, and the customer will have the right to terminate the contract without penalty whatsoever, without prejudice to other commitments acquired by the customer. Once the period of one month has elapsed without TELEFÓNICA DE ESPAÑA having received any communication, it will be understood that the Customer accepts the modifications.

14.- Acceptance of all contractual terms.

Full acceptance of these General Conditions will be essential for the provision of the Service by TELEFÓNICA DE ESPAÑA S.A.U. and TELEFÓNICA MÓVILES ESPAÑA S.A.U. In this sense, the CUSTOMER hereby states that he has read, understood and accepted these Conditions, available at all times, prior to contracting, in the following web page: <https://www.movistar.es/empresa/contratos>

The use of the Service also involves the acceptance by the CUSTOMER of all notifications, regulations of use and instructions provided by TELEFÓNICA DE ESPAÑA and TELEFÓNICA MÓVILES ESPAÑA, S.A.U after the acceptance of these General Conditions. Non-acceptance within the deadline for this purpose, will lead to the termination of the Contract by the CUSTOMER.

The general conditions of different products and subproducts forming the Service, and which are published in the TELEFÓNICA EMPRESAS web page, complete these Conditions.

The General Conditions described in this document prevail over what is established in previously indicated Contracts and General Conditions, which are published for this purpose in the web page: <https://www.movistar.es>