

## 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 specific features of the FUSIÓN DIGITAL Service (hereinafter the "SERVICE" or "FUSIÓN DIGITAL").

The General Conditions for the provision of the Telefónica telecommunications service for the Companies segment, which are published at: <https://www.movistar.es/empresas/contratos>, complete the present Specific Conditions in everything not provided for under said conditions.

The acceptance, without reservation, of all the terms specified in the preceding paragraph is essential for the provision of the Service by TELEFÓNICA. The CUSTOMER declares, in this sense, to have read, understood and accepted all the above-mentioned conditions. The customer also undertakes to use this service in accordance with the rules established therein, published on the website: <https://www.movistar.es/empresas/contratos>

## 2.- Contracting the Service: Products and Subproducts.

The SERVICE is a global solution for Companies that enables 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 more main products, and choose one or several subproducts within each main product.

The description of the 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 customize their contractual relationship, each CUSTOMER should give consent and accept all or some of the Annexes and documents that are detailed below:

- ANNEX I.- Offer summary.
- ANNEX II.- Terminals and fixed equipment.
- ANNEX III - Mobile terminals (if applicable).
- ANNEX IV- Call recording (if applicable)
- Portability sheets fixed / mobile, (if applicable).
- Mobile Contract within Fusion Digital, (if applicable).

Renewal annex, (if applicable). In the event of any discrepancy between the regulations of this Contract and the provisions of 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 will remain valid 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 relationship will continue to be applicable in relation to those Annexes whose validity has not terminated.

Nonetheless, if the CUSTOMER chooses to terminate in one and the same action the entire contractual relationship with 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 starting date for the application of the Terms and shall be the day following the date on which each of the products and subproducts selected by the CUSTOMER and which will make up their personalised FUSIÓN DIGITAL are initiated.

In order for the CUSTOMER to contract FUSIÓN DIGITAL, they 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 and products will be contracted under the 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 the actions and installations required to provide the CUSTOMER with the technical means to receive the provision of the CONECTIVIDAD EMPRESAS Product.

If after 90 days from the date of signature of this contract, it has not been possible to install the CONECTIVIDAD EMPRESAS service, regardless of the cause, the contractual relationship will be governed by the following rules:

- The Customer's Mobile Positions will be repositioned to another current Enterprise Contract, as applicable. The CUSTOMER understands and accepts that this repositioning signifies 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 following billing period.

### 3.3.- Period of provision between the signing of the contract and the start-up of the different services.

During the aforementioned period, the CUSTOMER will accept the changes made in equipment or modifications of products and/or services offered during the provision or installation of the service, to an amount that will be less than 100€. This acceptance by the CUSTOMER will be regardless of its origin; either requests from the CUSTOMER, or through a suggestion made by TELEFÓNICA DE ESPAÑA.

## 4.- Unsubscribing from Fusion Digital.

The CUSTOMER may withdraw 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 from both the CONECTIVIDAD EMPRESAS Product and any other products that have been contracted and which are related to the SERVICE.

The withdrawal 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 the permanency commitment.

In the event that the CUSTOMER withdraws from FUSIÓN DIGITAL, penalties for each service contracted shall apply; these are detailed in Annexes II and III of this Contract.

In the event that the CUSTOMER chooses to maintain a contractual relationship for its Mobile Position lines, the CUSTOMER will return to the terms and rates of another current Business Contract, as applicable.

The CUSTOMER understands and accepts that this repositioning signifies a new legal relationship with TELEFÓNICA MÓVILES ESPAÑA, S.A.U.

## 5. - Changes within Fusion Digital.

Under the new Fusion Digital contracts and regardless of the previous rate applied to the customer, mobile lines are given with a contract commitment period of 2 years.

For repositioning or movements within the new portfolio, the Contract Commitment Period will remain in force for the period the line had.

If the customer received any type of support to acquire a rented terminal in the mobile position, and repositioned their 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 point, and repositioned to a lower rate, they should accept an amount proportional to the support received and to the time remaining on the committed period of permanency.

## 6.- 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 more minimum expense commitments, associated to mobile lines that form part of FUSIÓN DIGITAL, all these commitments will remain in force until the period of commitment has been completed. Similarly, invoicing of the minimum charges

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.

On the other hand, during the period of time that the mobile lines remain associated with FUSIÓN DIGITAL, the computation of the term of permanence initially committed to such lines will continue until its expiration, accruing the corresponding penalties in the event of early termination of such lines in TELEFÓNICA DE ESPAÑA, S.A.U. AND TELEFÓNICA MÓVILES ESPAÑA, S.A.U. due to the breach of any other cause determined by the applicable conditions.

## 7. 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.

## 8.- Personal Data Protection.

Telefónica Empresas informs the CUSTOMER that the data processed will be strictly necessary for the provision of the Service or Services contracted, the maintenance and management of the contractual relationship, as well as information on the various services contracted and the activities related to them.

The CUSTOMER declares that they have been informed by Telefónica Empresas that contracting the FUSIÓN DIGITAL product implies that the holder of the fixed and mobile line is the same, so that in the event that this is not the case, they must have previously obtained the consent of the holder of the mobile line associated with FUSIÓN DIGITAL, which is necessary to carry out the change of ownership.

The contact details of the representatives provided by the CUSTOMER to maintain the contractual relation with Telefónica Empresas (hereinafter "the representatives"), as well as for other purposes permitted or authorised by the CUSTOMER, will be processed in accordance with the Telefónica Empresas Data Protection Policy for companies, the basic information of which is indicated in this clause. The complete content can be consulted at the following link: [www.movistar.es/privacidad](http://www.movistar.es/privacidad), requesting a copy by calling 1489.

In accordance with European data protection regulations and by virtue of this Policy, the following companies of the Telefónica Group are co-responsible for the processing of personal data of Telefónica Empresas Customers, depending on the products and services contracted: Telefónica de España, S.A.U., Telefónica Móviles España, S.A.U. and, if applicable, Telefónica Soluciones de Informática y Comunicaciones de España, S.A.U. (hereinafter jointly named "Telefónica Empresas", for the purposes of this clause).

Telefónica Empresas may also process CUSTOMER data or that of its representatives regarding the services contracted, traffic and invoicing data, along with those regarding the acquisition of products and services by the CUSTOMER, in order to make commercial offers of Telefónica Empresas products and services.

If, as a company CUSTOMER, you do not wish us to use the information for the above purpose, you may notify us by sending an email to

[privacidad.telefonicaempresas@telefonica.com](mailto:privacidad.telefonicaempresas@telefonica.com); or by post to Telefónica Empresas Ref. Data at Apartado de Correos 46155, 28080 Madrid. In any event, representatives will have the authority to oppose the receipt of commercial communications through the same means indicated above. It is the CUSTOMER's responsibility to provide this information to the representatives whose data is being processed by Telefónica in this context, informing them that they can consult details on the website [www.movistar.es/privacidad](http://www.movistar.es/privacidad).

In the event that the provision of the service may give rise to operations or actions that, according to the applicable data protection regulations, are considered to be an assignment of personal data processing, such actions shall never constitute a transfer of data by the CUSTOMER to Telefónica, but rather a processing of personal data on behalf of the CUSTOMER, who shall be the sole party responsible for the processing. In this case, the specific DPA conditions for the processing of data for the provision of "Telefónica Empresas" services are attached as Annex V.

TELEFÓNICA Empresas may commission data processing to trustworthy providers, for any of the purposes indicated in the Privacy Policy. You will find an updated list of the categories of these providers, together with those that carry out international data transfers, in [www.movistar.es/privacidad/info-adicional](http://www.movistar.es/privacidad/info-adicional).

Both the CUSTOMER and the representatives may always consult details of the Telefónica Empresas Privacy Policy at [www.movistar.es/privacidad](http://www.movistar.es/privacidad). They may also exercise their rights of access, rectification, elimination, limitation, opposition, and portability, by sending an email to [privacidad.telefonicaempresas@telefonica.com](mailto:privacidad.telefonicaempresas@telefonica.com), or writing to Apartado de Correos 46155, 28080 Madrid.

In addition to the categories of recipients necessary for the provision of the service as a Telefónica Empresas customer and as detailed in the Privacy Policy, the provision 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.

Additionally, for the provision of mobile network services, as well as when contracting the secure connection service, the customer is informed that Telefónica Empresas uses tools, alert programmes and prevention and blocking systems that guarantee the security of their browsing, for the strict provision of Internet connection protection functionalities against pages with viruses and fraud that are activated by default. Notwithstanding the above, the client may deactivate these and manage the rest of the functionalities available in a simple way through the navigation icon or from the service management portal.

On the other hand, in addition to the categories of recipients determined in the Privacy Policy, the Customer acknowledges that they have been informed by Telefónica Empresas that contracting the Connexion Segura Empresas service may involve the communication of their personal data for the provision of the service between Telefónica Empresas and McAfee for the purpose of managing the aforementioned product and ensuring the maintenance of the contractual relationship with the Customer.

In the event that the CUSTOMER expresses their disagreement with the new rates, they may unilaterally terminate the service provision relationship regulated in these General Conditions.

#### Fusion Digital for news registrations with "2023 Offer":

##### A. Fusion Digital

Customers subscribing to Fusion Digital from January 1<sup>st</sup>, 2024 will see a discount on their bill depending on their customer configuration, according to the products contracted. The applicable discounts will be the following:

- Discount on "Business Connectivity" in any modality: -4 €/month.
- Discount on Fixed Positions:
  - From 1 to 4 fixed positions: -1€/month per position.
  - From 5 to 15 fixed positions: -3€/month per position.
  - More than 15 fixed positions: -5€/month per position
- Discount on Mobile Positions; the following discounts will be counted and applied to mobile lines that have contracted the *FD Extra*, *FD Extra Dispositivo*, *FD Premium* and *FD Premium Dispositivo* tariffs:
  - From 8 to 20 mobile positions 10% discount
  - More than 21 mobile positions 15% discount
- Discount "TMA Offer 2023" of 3€/line; only applies when contracting mobile lines on *FD Extra Dispositivo* and *FD Premium Dispositivo* tariffs, with a maximum of 12 lines/site and contracting at least one smartphone from a given selection at the time of contracting and with 24-month financing. The maximum limit of lines to apply the discounts on mobile tariffs is 12 lines per site. The tariffs with access to these discounts, and which can be combined with each other are *FD Extra Device*, *Extra MPA*, *FD Premium Device*, and *Premium MPA*.

If the customer needs to extend their network coverage, they can optionally contract one of these 2 WiFi solutions:

- "Tu Cobertura Wifi": 1st free WiFi access point (AP) with the 2023 Offer. Price of additional APs: 4€.
- "Tu Wifi Profesional" (previously called Wifi Pro): in addition to the coverage extension, it offers a service layer (user and network management, employee and visitor Wifi, usage reports, self-management...). It is compulsory to contract 2 Wifi amplifiers, the 1st amplifier being free with the 2023 Offer. Price of the amplifier: 8€.

Both services, "Tu cobertura Wifi" and "Tu Wifi Profesional", are incompatible with each other and therefore cannot be used simultaneously.

##### B. Fusion Digital FLEX.

In order to provide the functionalities of the service on the Business Connectivity and the Mobile Posts. Requires the provision of a fixed numbering, voice traffic vouchers and a Communications license with a fixed line, which the customer will see discounted in the invoice. These elements will be available to the customer as long as he/she contracts at least one mobile line with the "Tarifa Oficina".

In addition, and depending on the products contracted, the customer will see the discounts that apply depending on their configuration on their bill. The applicable discounts will be as follows:

- Discount on Business Connectivity in any modality: -4€/month.
- Mobile positions. The minimum configuration requires at least one mobile line, with the option of contracting the Voice Tariff: Monthly fee 6€ (7.26€ VAT included). Includes: calls from mobile: establishment 0.20 € (0.24 € VAT included) and national voice traffic 0.15 € (0.18 € VAT included). Data traffic volume included 100 MB. With a discount for this first and only line of -4 €/month.
- Discount on Mobile Posts: the following discounts will be counted and applied to mobile lines that have contracted the *FD Extra*, *FD Extra Dispositivo*, *FD Premium* and *FD Premium Dispositivo* tariffs:
  - From 8 to 20 mobile positions 10% discount
  - More than 21 mobile positions 15% discount
- Discount "TMA Offer 2023" of 3€/line; only applies when contracting mobile lines on *FD Extra Dispositivo* and *FD Premium Dispositivo* tariffs, with a maximum of 12 lines/site and contracting at least one smartphone from a given selection at the time of contracting and with 24-month financing. The maximum limit of lines to apply the discounts on mobile tariffs is 12 lines per site. The tariffs with access to these discounts, and which can be combined with each other are *FD Extra Device*, *Extra MPA*, *FD Premium Device*, and *Premium MPA*.

If the customer needs to extend their network coverage, they can optionally contract one of these 2 WiFi solutions:

- "Tu Cobertura Wifi": 1st free WiFi access point (AP) with the 2023 Offer. Price of additional APs: 4€.
- "Tu Wifi Profesional" (previously called Wifi Pro): in addition to the coverage extension, it offers a service layer (user and network management, employee and visitor Wifi, usage reports, self-management...). It is compulsory to contract 2 Wifi amplifiers, the 1st amplifier being free with the 2023 Offer. Price of the amplifier: 8€.

Both services, "Tu cobertura Wifi" and "Tu Wifi Profesional", are incompatible with each other and therefore cannot be used simultaneously.

#### Fusion Digital "2023 Renewal Offer"

From January 1<sup>st</sup>, 2024, the 2023 Offer discounts will apply to those customers whose previous commitments have expired and who wish to renew their commitment to the Fusion Digital service for an additional two years.

The applicable discounts will be the following:

- Discount on "Business Connectivity":
  - Discount "Offer FD. 2023" discount in any modality: -4 €/month
  - Discount "Renewal 1GB 2023" only in FTTH mode "up to 1Gb": -10 €/month.

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MAKE UP DIGITAL FUSION**

- Discount on Fixed Positions:
  - From 1 to 4 fixed positions: -1 €/month per position.
  - From 5 to 15 fixed positions: -3€/month per position.
  - More than 15 fixed positions: -5€/month per position
- Discount on Mobile Positions; the following discounts will be counted and applied to mobile lines that have contracted the FD Extra, FD Extra Dispositivo, FD Premium and FD Premium Dispositivo tariffs:
  - From 8 to 20 mobile positions 10% discount
  - More than 21 mobile positions 15% discount
- Discount "TMA Offer 2023" of 3€/line; only applies when contracting mobile lines on FD Extra Dispositivo and FD Premium Dispositivo tariffs, with a maximum of 12 lines/site and contracting at least one smartphone from a given selection at the time of contracting and with 24-month financing. The maximum limit of lines to apply the discounts on mobile tariffs is 12 lines per site. The tariffs with access to these discounts, and which can be combined with each other are FD Extra Device, Extra MPA, FD Premium Device, and Premium MPA.

If the customer needs to extend their network coverage, they can optionally contract one of these 2 WiFi solutions:

- "Tu Cobertura Wifi": 1st free WiFi access point (AP) with the 2023 Offer. Price of additional APs: 4€.
- "Tu Wifi Profesional" (previously called Wifi Pro): in addition to the coverage extension, it offers a service layer (user and network management, employee and visitor Wifi, usage reports, self-management...). It is compulsory to contract 2 Wifi amplifiers, the 1st amplifier being free with the 2023 Offer. Price of the amplifier: 8€.

Both services, "Tu cobertura Wifi" and "Tu WiFi Profesional", are incompatible with each other and therefore cannot be used simultaneously.

Discount requirements

The application of the above-mentioned offer requires the user to maintain their contract for, at least, connectivity, a mobile position with the Tariffs in force at the time of signing this contract (Tariff *FD. Inicia, FD. Standard, FD. Extra, FD. Premium, FD. Extra Dispositivo and FD. Premium Dispositivo*) and a fixed line. The discount for mobile posts is counted and applied to the above-mentioned tariffs or tariffs equal to or higher than the Extra Tariff, as long as these tariffs remain contracted.

Breach of this new fixed-term commitment through renewal with the "Fusión Digital 2023" Offer will entail a penalty of 50% of the remaining instalments of the Conectividad Empresas product from the date of application of the new discount concept and for the following 2 years. The Mobile Post tariffs (Tariff *FD. Inicia, FD. Standard, FD. Extra, FD. Premium, FD. Extra Dispositivo and FD. Premium Dispositivo*) have a 24-month commitment with a penalty in case of early termination of €100 per line.

**SERVICES FOR COMPANIES**

**1.1.- Conectividad Empresas (Business Connectivity)**

“Conectividad Empresas” is a broadband service for Companies that includes:

- Internet access
- Guaranteed Voice over IP throughput (the Voice over IP service is provided through the additional “Fixed Position” service)
- Professional Router Client Equipment
- Static IP address as standard
- Remote reactive maintenance and management of the Router from the Specialised Management Centre
- Repair and availability SLAs

In addition, the customer can contract the installation, use and maintenance of a Local Network, as well as the corresponding cabling and the Mobile Backup service. With this service, Telefónica offers, in exchange for a monthly fee, connectivity, installation of the necessary equipment, its use and maintenance. In addition, for those customers who have several sites, “Conectividad Empresas” can be contracted with multi-site visibility, so that the customer has a basic VPN.

The “Conectividad Empresas” service will always be provided to the customer in the highest speed mode available at each location.

| Price                | Up to 20 Mbps/800Kbps<br>NOT AVAILABLE | 30 Mbps / 3 Mbps<br>NOT AVAILABLE | DUAL<br>(Up to 10 Mbps / 800 kbps)<br>NOT AVAILABLE                           | 4G<br>(Up to 30/10 Mbps)                                      | FTTH<br>300Mbps /<br>300Mbps<br>NOT AVAILABLE | *FTTH<br>600 Mbps /<br>600Mbps | FTTH<br>Up to 1Gb                 |                         |
|----------------------|--|-----------------------------------|---|---|---|--------------------------------|-----------------------------------|-------------------------|
| <b>**Single site</b> | 50€<br>60.50€ incl. VAT                | 55€<br>incl. VAT                  | 66.55€<br>60€<br>up to 10Mbps /<br>800Kbps 5 channels<br>72.60€ incl. VAT     | 65€ up to 10Mbps /<br>800Kbps 12 channels<br>78.65€ incl. VAT | 70€<br>Up to 30/10 Mb<br>84,70€ incl. VAT     | 60€<br>incl. VAT               | 72.60€<br>70€<br>84.70€ incl. VAT | 80€<br>96,80€ incl. VAT |
| <b>Multi-site</b>    | 60€<br>72.60€ incl. VAT                | 65€<br>incl. VAT                  | 78.65€<br>70€<br>up to 10Mbps /<br>800Kbps 5 channels<br>84.70€ including VAT | 75€ up to 10M /<br>800K 12 channels<br>90.75€ incl. VAT       | 70€<br>Up to 30/10 Mb<br>84,70€ incl. VAT     | 70€<br>incl. VAT               | 84.70€<br>80€<br>96.80€ incl. VAT | 80€<br>96,80€ incl. VAT |

\*New sites will have a package of 1,500 minutes of VoIP traffic to landlines or international mobiles of any operator, with the exception of “Conectividad Empresas” FTTH 300 Mbps/300 Mbps.

\*\* The speed of “Conectividad Empresas” is selectable by the customer between FTTH up to 1Gb or FTTH 600/600Mbps. The service is always provided at the maximum speed available at each of the sites.

**1.2.- Optional Services:**

**Mobile Backup “Conectividad Empresas”:**

To ensure that we can always count on the Telefónica Mviles network as a guarantee of our communications in the event of a fault.

Price: 25€ (30.25 €/month incl. VAT).

**Local Network [n] ports:**

- The customer may or may not require the internal network to be installed by Telefónica, but in the event that the customer contracts one or more Fixed Positions, Telefónica must provide the switching, although it is possible to use the customer's existing cabling or part of it. This requirement is set in order to guarantee the end-to-end connectivity of the service.
- The switch equipment is that which connects the terminals (IP phones and PCs, others) to the network itself. The switch or switches will be of greater or lesser capacity depending on the positions that the client has in their network. Thus, the largest scenario serves a maximum of 95 Fixed Positions. The switch is commercially rented.  
If the customer's existing cabling is reused, the same maintenance service applies as for Telefónica-installed cabling.

**Price:**

| Concept                | Price WITHOUT VAT | Price INCLUDING VAT |
|------------------------|-------------------|---------------------|
| Local Network 8 ports  | 14 €              | 16.94 €             |
| Local Network 24 ports | 27 €              | 32.67 €             |

**Local network wired point:**

This is the cabling from the switch to the devices to be connected, such as PCs, IP Phones, Printers, etc., including the rosettes. The customer's existing local network points may be used, subject to Telefónica's assessment at the time of installation.

If the customer's existing cabling is accepted for use, maintenance of the cabling is also accepted thereafter, providing end-to-end service. Price: 1 €/month per wiring point (1.21€ / month VAT included).

**WiFi Solutions:**

Fusion Digital allows the client to contract a wireless WiFi network at its headquarters. Depending on the needs, there are 2 options:

**a. “Tu Cobertura WiFi”**

This service consists of physical devices (VideoBridge) on a rental basis, that provide an extension of wireless coverage at the headquarters.

**Price:**

| Concept             | Price Without VAT | Price Including VAT |
|---------------------|-------------------|---------------------|
| “Tu Cobertura WiFi” | 4 €/month         | 4.84 €/month        |

**b. “Tu WiFi Profesional” (formerly called WiFi Pro):**

The service consists of physical devices (Access Point) on a rental basis, that provide an extension of wireless coverage together with an on-line management tool to personalise and adapt the network according to the client's needs (management of users and networks, Wifi employees / visitors, usage reports, self-management...).

The price of the “Tu Wifi Profesional” service is calculated according to the number of APs (Access Points) contracted by the client to provide coverage for their headquarters. For correct operation, the installation of 2 APs is necessary. For customers who contract Fusión Digital with “Oferta 2023”, or renew their Fusión Digital with the said commercial conditions of “Oferta 2023”, the first AP of “Tu Wifi Profesional” will be free of charge.

**Price:**

| Concept             | Price Without VAT | Price Including VAT |
|---------------------|-------------------|---------------------|
| Tu WiFi Profesional | 8€ /month         | 9.68€ /month        |

Both services “Tu cobertura Wifi” and “Tu WiFi Profesional” are incompatible with each other and therefore cannot be used simultaneously.

**Automatic Operator**

In addition to the typical switchboard and user-related functions (short extension numbering, three-way calling, hunt group, call transfers, redialling...), Fusion Digital includes the Automatic Operator functionality for the customer's site (automatic answer to certain calls selected by the customer: playback of a corporate announcement with or without options. Options: DTMF or standby, transfer to employee number or operator position).

In the event that the customer configures personalised announcements on the automatic operator, it will be their responsibility to keep backup files to be able to restore the announcements if necessary.

**Price:** 4€ / month (4.84€ / month VAT included).

**Receptionist App**

Receptionist app is a telephone assistant console via a web interface, which is mainly used by receptionist or operator type profiles who have direct contact with the public and manage incoming calls from companies. The receptionist app does not include softphone capabilities, but it facilitates the management of calls from the user's voice device as it incorporates all the usual functionalities (answering, transferring, conferencing, call queue management, directories, voice presence, etc.).

**Price:**12€ / month (14.52€ / month VAT included).

**Call reporting**

The Call Reporting service allows you to obtain a record of all the calls handled by the fixed extensions belonging to Fusion Digital. You can contract the functionality for one or more fixed positions, and it is not obligatory to contract it for all the extensions on the site. From the self-management website, you can consult the fixed extensions that have contracted this option. The service provides a web page for consulting logs, generating traffic reports, and obtaining call volume statistics. It is accessed directly from the Fusion Digital self-management website.

It is compatible with the head numbering of the Hunt Group and Automatic Operator.

**Price:** 2€ / month (2.42€ / month VAT included).

**Call recorder**

The Call Recorder service allows you to record all calls made or received at the Fusion Digital Fixed and Mobile Positions. You can contract the functionality for one or more fixed and/or mobile positions, and it is not mandatory to contract it for all the extensions on the site. From the self-management website, you can consult the fixed extensions that have contracted this option. The service provides a webpage for viewing and downloading the recordings made. It is accessed directly from the Fusion Digital self-management website.

There are 2 contract modalities, Basic Recording and Advanced Recording. In both cases the recording minutes are unlimited, but the storage of the recordings will be for 7 days or 5 years respectively.

**Price:** Basic Recording 7€ / month for each line (8.47€ / month VAT included) and Advanced Recording 15€ / month for each line (18.15€ / month VAT included).

**Mini International Rate**

This is a discount option that offers a reduced price per minute for international calls to both international landline and mobile numbers, differentiated by country of destination. It covers all countries in the world. It is shared by all the fixed positions and an additional 1€ (1.21€ / month VAT included) will be billed for each of them.

## 2.- EMPLOYEE SERVICES

### 2.1.- Fixed position

The Fixed Position becomes an extension of the "virtual switchboard or cloud switchboard" associated with the client's site, without the need for the client to have any physical equipment. The switchboard is hosted on the Telefónica España network (cloud switchboard), and all its user functions can be managed from the terminals that are included in the fixed position.

The functionalities included in the Fixed Position are the following: Geographical fixed numbering, Three-way calling, Voice mail, Immediate forwarding, Call waiting and call transferring, Call identification service, Record of calls made, received and missed, Calls to national landlines, Calls to internal mobiles, Video calling.

It also offers the possibility of integrating the client's landlines and mobiles into a single numbering plan, even if the mobiles are not constituted as positions. This would provide the following additional functionality: Usage control, Call restriction, Private numbering plan between company mobiles and landlines, User website, Calls from landline to mobile numbers will become mobile-mobile calls, Calls between landlines and internal mobiles will be free, Simultaneous ringing on the landline and on the mobile.

All calls to national landlines are included in the service fee (with a limit of 6,000 MPN minutes, which makes a pool per head office for all landline numbers on the site). Excesses in mobile traffic are charged at the official price per minute ( 0.16 €/min and call connection cost of 0.15 €), as well as calls to internal mobiles within the same CIF (with a limit of 30,000 minutes per switchboard, excess 0.15 €/min, call connection cost 0.15 €).

#### OPTIONAL SERVICES within the Fixed position:

- **IP Phone and Phone Maintenance:** The client will be able to contract a wide range of IP, DECT, etc. terminals on a rental basis.
- **Accessories:** such as headphones for the telephone.
- **Unified Communications, including :** Communicator for PC (web client), Smartphones and tablets (mobile client), Fixed geographic numbering, Unique number, Unique voice mailbox using the unique number, Unified calendar on the mobile, Association of email account to voice user, Visualisation of presence of other users and sending of presence from the communicator, Instant messaging (web client only), Selection of the device by the user to receive and make calls, Possibility of making and planning audio conferences from the web client (up to 10 participants), Record of all calls made, received and missed by the Unique Number, Possibility of being part of hunt groups with other users, landlines and/or mobiles.

#### Prices

Fixed position: 15€ / month (18.15€ / month VAT included).

Clients who contract Fusion Digital with Offer 2021 will have a 6000-minute package for calls to national mobiles included in the price of the new Fixed Positions.

IP phone: From 4 € / month (4.84 € / month VAT included)

Unified Communications: 4€ / month (4.84€ / month VAT included).

### 2.2.- Internal Communications

This is a type of fixed position intended only to connect local customer devices. Available to connect both analogue devices from the customer, via an ATA, or IP devices, directly to the switch. All the functionalities of any fixed position, except the possibility of traffic outside the site. The numberings assigned to the restricted fixed positions cannot be called from outside the headquarters, only internally. Nor will it be possible to make external calls, only internal ones. Allows you to connect devices such as audio and video door entry systems, doorbells, surveillance cameras, etc.

*Telefónica states that the functionalities of the Internal Communications Service are limited to the features proposed, which exclude any obligation or liability relating to the security and integrity of the customer's premises.*

**Price:** 6€ / month

### 2.3.- Mobile Position

The customer can choose one of these mobile positions:

- **Fusion Digital Starter tariff:** Monthly fee €6 (€7.26 VAT included). Includes: calls from mobile: (100 min/month to landlines and mobiles, maximum of 300 different destinations, 1000 minutes in internal calls between lines of the same customer's CIF between the lines of the Fusión Digital service for customers with the Corporate platform and data traffic volume including 500 MB. Includes Mobile Network Security functionality -SRM-
- **Fusion Digital Standard tariff:** Monthly fee €12 (€14.52 including VAT). Includes: calls from mobile: (300 min/month to landlines and mobiles, maximum of 300 different destinations, 1000 minutes in internal calls between lines of the same customer's VAT number between the lines of the Fusión Digital service for customers with the Corporate platform, mobile internet (5 GB at maximum speed) and 500 SMS to mobiles, once the bonus has been exceeded, the price of the SMS will be 15 cents per SMS (18 cents per SMS including VAT). Includes Mobile Network Security functionality -SRM-
- **Fusion Digital Extra tariff:** Monthly fee 22€ (26, 62 € VAT included), maximum of 300 different destinations. Includes: calls from mobile: (7000 min./month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT), unlimited mobile internet (400 GB at maximum speed), 500 SMS to mobiles, and MultiSIM service. Once the bonus has been exceeded the price of SMS will be 15 cents/SMS (18 cents/SMS including VAT). Includes Mobile Network Security functionality -SRM-
- **Fusion Digital Premium tariff:** Monthly fee €42/month (€50.82 VAT included). maximum of 300 different destinations. Includes calls from mobile: (7000 min/month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT), unlimited mobile internet (400 GB at maximum speed), once this value has been used up, the connection is maintained at reduced speed at no additional cost, 500 SMS to mobiles and Multisim service, once the bonus has been exceeded, the price of the SMS will be 15 cents/SMS (18 cents/SMS including VAT). It has a USA + Commercial + Latam 500 minutes and 5GB of data for roaming in the area corresponding to the voucher during the billing month) at zero cost, as well as the International 500 voucher (500 minutes to different international destinations) at zero cost. Includes Mobile Network Security functionality -SRM-
- **Fusion Digital Extra device tariff:** Monthly fee 22€ (26, 62 € VAT included). maximum of 300 different destinations. Includes: calls from mobile: (7000 min/month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT) unlimited mobile internet (400 GB at maximum speed), 500 SMS to mobiles, and MultiSIM service. Once the bonus has been exceeded, the price of SMS will be 15 cents/SMS (18 cents/SMS including VAT). Includes Mobile Network Security functionality -SRM-

- **Fusion Digital Premium device tariff:** Monthly fee €42/month (€50.82 VAT included). maximum of 300 different destinations. Includes calls from mobile: (7000 min/month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT), unlimited mobile internet (400 GB at maximum speed), once this value has been used up, the connection is maintained at reduced speed at no additional cost, 500 SMS to mobiles and Multisim service, once the bonus has been exceeded, the price of the SMS will be 15 cents/SMS (18 cents/SMS including VAT). It has a USA + Commercial + Latam 500 minutes and 5GB of data for roaming in the area corresponding to the voucher during the billing month) at zero cost, as well as the International 500 voucher (500 minutes to different international destinations) at zero cost. Includes Mobile Network Security functionality -SRM-

Excesses over the contracted allowances in each tariff can be consulted at <https://movistar.es/empresas/>.

**Mobile Network Security (SRM):** This functionality provides protection against malware, phishing and botnets on mobile devices while browsing on the Telefónica network. For this, the devices will not be required to install any type of app, as the security features are deployed directly over the Telefónica network. In addition, SRM provides web filtering features by categories and programmable Internet disconnection. These capabilities can be configured by the CUSTOMER's administrator (optionally) from a portal where they can manage all the lines associated with their company.

- **"Tarifa Oficina" tariff:** Monthly fee 9.5€/month (11.49€ VAT included). Includes calls from the mobile: (6000 min/month to landlines and mobiles, to a maximum of 300 different destinations, 45,000 minutes in internal calls between the customer's Fusion Digital service lines and data traffic volume including 5 GB. Once the allowance per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/call connection (18 cents/call connection including VAT). The Mobile Desktop Tariff is only available in combination with *Unified Communications* service with a landline on the mobile (4€). Optionally it can be combined with a Mobile Desktop Terminal.

The tariffs of the Mobile Post (FD Starter tariff, FD. Standard tariff, FD. Extra tariff, FD. Premium tariff, FD. Extra device tariff, FD. Premium device tariff, Extra MPA tariff, Premium MPA tariff and "Tarifa Oficina" tariff) have a 24-month commitment with an early termination penalty of 100€ per line.

The countries to which the US, Commercial and Latam package applies are the following: United States (plus the islands of Guernsey and the Isle of Man) Albania, Saudi Arabia, Australia, Belarus, Bosnia Herzegovina, Canada, China, Egypt, United Arab Emirates, Philippines, Hong Kong, India, Indonesia, Israel, Japan, Jersey, Kuwait, Malaysia, Moldova, Montenegro, New Zealand, Pakistan, Palestine, Qatar, Russia, Serbia, Singapore, Sri Lanka, South Africa, Switzerland, Thailand, Taiwan, Turkey and Ukraine, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Dominican Republic, Uruguay, Venezuela, Antillas Holandesas, Armenia, Aruba, Azerbaijan, Feroe Island, Jamaica, Corea del Sur and Vietnam.

The countries to which the International 500 Package applies are the following: Germany, Argentina, Australia, Austria, Belgium, Brazil, Bulgaria, Canada, Chile, China, Cyprus, Colombia, Costa Rica, Croatia, Denmark, Ecuador, Egypt, El Salvador, Slovakia, Slovenia, United States, Estonia, Finland, France, Gibraltar, Greece, Guadeloupe, French Guiana, Guatemala, Holland, Honduras, Hong Kong, Hungary, India, Indonesia, Ireland, Israel, Iceland, Italy, Japan, Jersey, Kuwait, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Nicaragua, Norway, New Zealand, Pakistan, Panama, Peru, Poland, Portugal, Puerto Rico, United Kingdom, Reunion, Czech Republic, Dominican Republic, Romania, Russia, Singapore, South Africa Sweden, Switzerland, Thailand, Taiwan, Turkey, Ukraine, Uruguay and Venezuela.

Applies to all rates indicated: Prices valid for measured service for interpersonal use in the national territory and from 15 June 2017, in the EU Area (European Economic Area - EEA), more information in the Roaming special conditions.

Calls to any landline or mobile operator.

Calls directed to numbers with special rates (902,901 / 060,0XY, 118AB, among others), additional rates (90X, 80X), roaming traffic (Maghreb, Others and Exclusion and special coverage areas), international (calls and SMS from Spain to another country) and Premium services.

#### INTEGRATION OF MOBILE POSITION IN SWITCHBOARD

Optionally, the following functionalities can be contracted on the mobile position:

##### A. Switchboard integration

This provides the mobile line with a number of switchboard facilities such as:

- Hunt group agent
- Capture group agent
- Monitoring from fixed posts
- Direct access from Automatic Operator
- Access to company directories
- Call delegation

In addition, the contracting of this service will allow the contracting of the services detailed below on an exclusive basis on the same mobile line:

##### A.1 Fixed-mobile convergence position

This allows the mobile line to be associated with a fixed line; this fixed line may belong to a fixed position (fixed numbering + terminal) or to a fixed numbering only. The user experience is different depending on whether it is associated with a fixed position, with its corresponding terminal, or a fixed number, without a terminal.

##### A.2 Mobile headend

The mobile line may be used as the headend of an Automatic Operator or a Jump Group; this will imply the contracting of the headend basic tariff.

#### CORRECT USE OF THE SERVICES

The Client undertakes to make a reasonable, non-fraudulent, non-abusive or anomalous use of the services and benefits that the Service comprises, as well as any other related services that MOVISTAR provides. The Customer shall be liable to MOVISTAR for any use other than the above that may cause damage or harm to MOVISTAR or third parties, and in particular, for any use of MOVISTAR services for a purpose other than communications of a strictly personal nature, in the case of private customers, or which involves the resale or commercialisation of such services.

Without prejudice to any other use that also implies a use other than that contemplated in these conditions, the following shall be considered as uses contrary to good use, by way of example:



1. Calls directed to numbers of call redirection services, involving the concentration or transformation of traffic as well as calls directed to 908 numbers, Intelligent Network numbers (special numbers: Oxy, short numbers, m2m numbering, etc.).
2. Also, the use of the SIM card in devices other than mobile phones. The use of the SIM card in switchboards, SIMBOX or other traffic concentration or transformation elements or those designed to make mass calls or for traffic rerouting services is expressly excluded and is considered a case of inappropriate use.
3. It is also forbidden to use the SMS facility in connection with an app or a device that allows mass sending (for example, a modem), or in general, to send SMS for any purpose other than that contemplated in this contract.
4. The Customer may not resell the Service. The Customer may not commercially exploit the Service and obtain a direct or indirect financial return from the resale of the Service or any of its capabilities or functionalities.
5. Nor may the possibilities offered by the Service, in any of its features and facilities, be used for the purposes of remote listening or surveillance, or for any connection, regardless of its duration, without the purpose of active communication between individuals.

In the event of network congestion, traffic corresponding to P2P and direct download portals may be given lower priority than other types of traffic.

6. As defined in the European Roaming Regulation, if inappropriate, abusive or fraudulent use is detected, a surcharge may be applied for traffic carried in Roaming Zone 1 or EU-Zone, or any other actions that may be applicable in the event of any of the cases set out in the following paragraph and applying the control mechanisms based on objective indicators as described.

Usage in excess of the "fair usage policy" shall be considered to be:

- The predominant presence and consumption of EU and EEA Roaming by the customer compared to domestic presence and traffic.
  - Long idle SIM cards associated with predominantly Roaming usage.
  - Sequential acquisition and use of multiple SIMs by the same customer while roaming.
  - The organised resale of Movistar SIM cards.
7. Any use that is contrary to Spanish or European regulations, such as any breach of the regulations on content, intellectual property, security, privacy, which are in force at the time the service was contracted.

In all of the aforementioned cases, as well as in any other cases that may also occur in an improper manner or outside the particular communication purpose foreseen for the service, MOVISTAR reserves the right, both to suspend or definitively interrupt the Service, (being able, if it so decides, to make the service reestablishment subject to the provision by the customer of the guarantees requested by MOVISTAR), and to charge for traffic of any type (SMS, calls, data, etc.) that may occur outside the proper use of the Service, in which case this will be charged at the standard pay-per-use price in force at any given time, according to the price catalogue of Telefónica Móviles España, S.A.U., which is published and available, fully updated for consultation, on the website [www.movistar.es](http://www.movistar.es), without any price reduction associated with the Service or any other promotion, traffic allowance or savings module involving a reduction in the price of any current or future service being applicable in such cases.

Apart from the above, and also given an improper use of the service as described above, in anticipation of similar future uses, MOVISTAR also reserves the possibility of assigning the Customer, upon prior notice to the same, the tariff modality most in line with the usage patterns manifested and without prejudice to any other modality that the Customer may consider more convenient among those commercially available.

#### **Mobile Position Options**

**Smartphone on a Rental basis:** Payment in 24 or 36 instalments. Renewable every 2 or 3 years without additional investment.  
Optional maintenance service Repair and Repair Plus.

**Unified Communications with the landline on Mobile.** Service that provides the following functionalities: Unique Number (geographic fixed numbering) for use with any fixed or mobile terminal, selection of the preferred terminal, fixed or mobile, to receive calls, voicemail associated with the above numbering, contact agenda, display and sending of the presence status of the other users, audio conferences for up to 15 participants, call diary and instant messaging. All these features can be used from a PC, via web access, or from smartphones and tablets, by installing the associated app.  
Price: 9€/month (10.89€/month VAT included). For customers who have contracted MFE Cloud with Broadsoft technology, the price of the Unified Communications service with a fixed line on the mobile phone will be 4€/month.

#### **DIGITAL SOLUTIONS**

**In conjunction with the Fusion Digital offer, the following Digital SOLUTIONS are included with specific conditions for customers of this offer**

##### **- Business Messaging**

The Business Messaging service is a product for sending and receiving short multi-operator messages (to all national and international operators).

Through a web interface ([www.mensajerianegocios.movistar.es](http://www.mensajerianegocios.movistar.es)) and without the need to install any additional software, the CUSTOMER can communicate with their customers and employees easily, quickly, and simply, via SMS.

Business Messaging allows you to:

- Create your own applications: Send SMS through the Business Messaging service.
- Manage your own Calendar: View and manage all contacts.
- Sign the messages: Send numeric and alphanumeric messages.
- Send different types of messages: Mass mailings to groups of contacts and personalised mailings.

**SPECIAL CONDITIONS: DESCRIPTION OF THE SERVICES THAT  
MAKE UP DIGITAL FUSION**

- Schedule different delivery times for messages: Send messages instantly or at a later time, scheduling them when you want.
- Conduct Surveys: Ask your customers questions that they can answer through short messages.

For more information, consult the Business Messaging General Conditions at <https://www.aplicateca.es/contratos/contrato-mensajerianegociosfijo.pdf> (General Business Messaging Conditions for landline customers)

**- Special Business Messaging Conditions for Fusion Digital customers**

- Free monthly service fee for 12 months: the first month 1,000 free messages and the following 11 months 100 free messages each month.:

The remaining messages will be billed at the Business Messaging service rates shown below.

**- SMS prices above the excess**

National Destinations

| Concept <sup>(1, 2)</sup>  | Price (€) | Price including VAT (€) |
|----------------------------|-----------|-------------------------|
| Up to 1,000 SMSs           | 0.071     | 0.086                   |
| Up to 10,000 SMSs          | 0.068     | 0.082                   |
| Up to 20,000 SMSs          | 0.063     | 0.076                   |
| Up to 50,000 SMSs          | 0.058     | 0.070                   |
| Up to 100,000 SMSs         | 0.054     | 0.065                   |
| 100,001 or more SMSs 0.051 | 0.051     | 0.062                   |

(1) Price per unit.

(2) Calculation of Section considering all SMS sent during the month; price applied to all of them.

The cost of reply messages from your customer is 0.15/SMS (0.18 € incl. VAT).

SMS Prices - International Destinations 0.09 € (0.108 € incl. VAT). International delivery uses guaranteed routes for mobile destinations for any of the 63 destinations, and alternative routes for the rest.

**SECURE CONNECTIVITY FOR BUSINESSES**

**Service description:** Description of the Service: Secure Business Connectivity offers the Customer who has contracted Fusion Digital, protection of their fixed network (including Wi-Fi) and of the browsing that users carry out through this network.

The service costs 10€/month + VAT.

The service offers protection from the network for Internet connections made using the fixed Fusion Digital connectivity at the site and will include:

- **Visibility and reporting:** allow the Customer to view internet usage from the Fusion Digital site, through customised reports on the Self-Management Portal. An icon will also appear in the browser when browsing http pages.
- **Antimalware Protection:** Internet connection protection against malware, viruses, threats, and malicious web pages, blocking dangerous contents and their downloading. This protection applies to http traffic.
- **Antiphishing / Anti-Fraud Protection:** detection and blocking of infected or fake websites, categorised, or possibly categorised as "Phishing". This protection applies to both http and https traffic.
- **Web / URL category filtering:** The Customer may block web pages / URLs and / or web categories that the users at the site can access. Applies to both http and https traffic. In the self-management portal, there are a series of predefined categories to facilitate the customer's task.
- **Self-management portal** allows the client to configure the service based on their needs and even establish specific customisation for each of the locations where they have contracted the service. During the service registration process, the client will receive the access codes so that they can modify these on their first access. <https://conexionseguraempresas.movistar.es>

**Operation limitations of the security service from the network:**

The network protection service only works if the Customer has the Fusion Empresa service for internet access and is within Spain. Therefore, it will not work when browsing outside said network and country (for example, when a user of the Customer's company is connected to a WiFi network other than the network of the company or site that has contracted the service, or when roaming).

Certain services provided by third parties, such as network proxies, VPN (Virtual Private Network) services, browsing control services or similar, may interfere with or prevent the Service from functioning properly.

The Network Protection Service only protects web browsing, so files that are copied or downloaded to the device, by other means such as an SD card, email, USB, non-web protocols, files with passwords will not be identified or analysed.

**CLOUD BACKUP PC**

With Fusion Digital, you have the possibility of additionally contracting the Cloud BackUp PC service.

**Service description:**

The Cloud Backup PC service offers:

- Online data backup of the customer's personal computer (Windows PC or Mac).
- Hosting of the copy of the data in a Data Processing Centre.

- PC software agent for data backup.
- Appropriate tools for service management: agent download, and configuration of data copy and restoration policies.
- 24x7 technical support to deal with incidents.
- Relevant documentation on the use of the service.

A Cloud Backup PC mode is provided with these features:

- Includes unlimited backup agents for unlimited PCs and users.
- Contractable in blocks of 100 GBs of data measured on the source PCs. The maximum scalable amount is: Up to 20 units (2000 GB).
- Information encryption at the communications and data storage level.

Also included:

- Backup of files and data for operating systems. Data volume is measured as the total space, measured in Gigabytes, occupied on the source PCs. Once the contracted volume has been reached, the data copying process will be interrupted. The data already copied will remain unchanged on the server, but no additional copies will be executed until enough space is freed up to accommodate the new copies.
- Software agent for the execution and planning of copies and restoration actions. The CUSTOMER may install the agent, and therefore make copies, of one system simultaneously for each contracted Cloud Backup service unit. The CUSTOMER may make copies of several systems by hiring several Cloud Backup services.
- Systems infrastructure necessary for the copying and encrypted storage of data, with transfer through communications networks using encrypted communication protocols, providing confidentiality of the information during transmission and storage.

Optionally, the CUSTOMER may request the activation of the contingency plan under the conditions applicable in each case.

Excluded from the service:

- The copying and restoration of apps or operating system data files other than those indicated in this document.
- Adaptation tasks on the CUSTOMER's systems. This includes, but is not limited to, the installation of agents, operating system patches, configuration of communication elements and any other infrastructure on the CUSTOMER's premises.

The CUSTOMER is responsible for:

- The download and installation of the agent as well as the correct configuration of the backup policy: data and files to be protected as well as the frequency of copying and retention period.
- Restoration of files that may be executed through the user panel provided by MOVISTAR.
- Execution of backup integrity tests.
- Ensuring the correct state and operation of the server from which copies are made as well as the software agent necessary for the correct operation of the service.
- The generation and custody of the necessary credentials for the use of the service.
- Informing MOVISTAR of any alteration to the correct functioning of the service.
- Using the software provided by MOVISTAR for the provision of the service in accordance with the provisions of these Particular Conditions and in the third clause herein.
- Ensuring that the computer running the backup agent has Internet access permissions through the IPs and ports indicated in the product documentation, along with the ability to resolve the addressing assigned to any URL in the domain where the service is hosted.

MOVISTAR is responsible for:

- Providing the necessary software agent for the execution and planning of copies and restoration actions.
- The storage of the copied data according to the policy established by the customer in a Data Processing Centre.
- Advising and providing technical support to the CUSTOMER during the entire life cycle of the service: registration, configuration, and restoration.
- Guaranteeing the correct operation of the system in accordance with the stipulations of the Service Level Agreement.
- Notifying the CUSTOMER of any event that may affect the normal operation of the service.

**1. PURPOSE:** The purpose of these Specific Conditions is the fixed positions and business connectivity installed/provided by TELEFÓNICA DE ESPAÑA, S.A.U., to the CUSTOMER. This equipment will be provided to the customer by TELEFÓNICA DE ESPAÑA, S.A.U., using the leasing method known as Renting.

**2.- VALIDITY:** In the case of Business Connectivity Products, Fixed Positions, the contract will have a term of three (3) years, counting from the date on which the product comes into service.

**3.- PERMANENCE COMMITMENT. PENALTY:**

In the event that the CUSTOMER terminates the contract before the end of the aforementioned period, they must assume the following obligations:

a) For Company connectivity: The CUSTOMER must pay an amount equal to 50% of the remaining instalments, i.e., those pending from the time of cancellation until the end of the contract period.

b) For the Fixed Position Product: The CUSTOMER shall not make any disbursement in relation to the provision of communication services and shall only pay the outstanding fees for equipment contracted on a rental basis.

The above amounts shall be subject to the corresponding indirect taxes, where applicable.

**4.- RENEWALS WITH RESPECT TO THE RENTAL OF EQUIPMENT AND TERMINALS:**

Once the period of permanence established for each of the different product types in the first section of this clause has ended, and in relation to the equipment and terminals, the CUSTOMER will be able to:

- a) continue with the service under the same conditions,
- b) renew the equipment, assuming new permanence commitments for the services that cover them (the renewal applies to terminals and switches and not to infrastructure equipment such as routers and cabling),
- c) cancel the services, either partially or in full.

Both in the case of the initial contracting, and for each of the extensions, as well as for extensions with respect to infrastructure equipment on a rental basis, by accepting Annex II (Specific Conditions for Fixed Positions and Business Connectivity Equipment) of these conditions, the CUSTOMER declares that they are aware of and accept that, regardless of the reason and date of the contractual termination, they are obliged to pay the outstanding fees with respect to the equipment contracted on a rental basis.

With regard to the contracting of equipment on a rental basis, the same shall apply: the price of the Service shall be accrued and invoiced in monthly periods (instalments), except for the first instalments, which shall be paid at a later date.

**5.- CONTRACTING OF INFRASTRUCTURE EQUIPMENT AT THE CUSTOMER'S ADDRESS:**

To provide and receive some of the products that make up the SERVICE, TELEFÓNICA DE ESPAÑA must install infrastructure equipment at the CUSTOMER's address that is not owned by the CUSTOMER. To this end, the CUSTOMER must agree to and accept Annex I (Products and Subproducts within Fusion Digital contracted by the CUSTOMER) of these terms.

As it is not their property, the CUSTOMER undertakes to treat said equipment appropriately, and not to subject it to inappropriate operating conditions.

**6- PROTECTION OF PERSONAL DATA. ASSIGNMENT OF CREDITS TO THIRD PARTIES:**

In addition to what is set forth in terms of data protection in section 7 of the Fusion Digital Service Framework Contract for the execution of the specific conditions set forth in this Annex II, TELEFONICA Empresas informs the Customer that the data subject to processing will be that strictly necessary for the provision of the contracted Service, the maintenance and management of the contractual relationship, as well as information on the various contracted services and the activities related to those services.

In addition to the categories of recipients determined in the Telefónica Empresas Privacy Policy, the contracting of the Service that is the object of this Annex shall imply the communication to the FINANCIAL institution of the personal data necessary and related to their payment behaviour in order to study and, where appropriate, approve the transaction that is the subject of this service.

If the risk analysis is not favourable, Telefónica de España, S.A.U. will notify the Customer, within 30 days following its signature, of the impossibility of implementing the service covered by this contract, and the contract will be terminated.

Likewise, the CUSTOMER grants its consent to the transfer of the data necessary for TELEFÓNICA DE ESPAÑA to be able to transfer to the FINANCIAL institution the rights it holds over a credit against the CUSTOMER.

FD- 10.05.2023

**7-MAINTENANCE AND INSURANCE:**

The SERVICE includes the maintenance of all the elements installed by TELEFÓNICA DE ESPAÑA.

The description of the maintenance characteristics that apply to each of the various types of products and subproducts that make up FUSIÓN DIGITAL are as follows:

The breakdown repair commitment time is called: "Next day". TELEFONICA Empresas will respond to fault notices before 8 pm the next day, whether the fault is registered before or after 12 pm (noon).

Exceptionally, for faults reported on a Friday, it is agreed that if the fault is reported before 3 pm, the deadline without penalty will be Saturday at 3 pm. If the fault is reported after 3 pm on Friday, the deadline without penalty will be Monday before 8 pm.

Likewise, for both types, faults that occur on Saturday will have a resolution deadline of Monday at 8 pm. TELEFONICA Empresas will offer the CLIENT a pre-arranged appointment. The CUSTOMER will not be obliged to accept the first scheduled appointment proposed by TELEFONICA Empresas. In this case, however, the period between this first appointment offered by TELEFONICA Empresas and the appointment finally accepted by the CUSTOMER will not count for the purposes of the incident resolution commitments established in these General Terms.

The standard hours of operation are business hours. The characteristics of both are detailed below:

- Application admission schedule: 24 hours a day, 7 days a week.
- Operational Hours: Monday to Friday, from 8 am to 8 pm. Saturdays, from 8 am to 3 pm. Sundays and holidays: Not included.

The after-sales service will be carried out through the usual telephone numbers 1489.

The TELEFONICA FUSIÓN DIGITAL SERVICE includes an insurance policy for the contracted equipment that covers the repair or replacement of the affected equipment in the event of a claim at no cost to the customer, except in the following cases:

- Theft.
- Fraud or gross negligence on the part of the Insured/Policyholder.
- Political or social acts, civil or international war,
- extraordinary forces of nature (covered).
- Nuclear reactions or transmutations.
- Existing defects, lack of adequate protection or gradual deterioration,
- experiments and tests.
- Elimination of operational faults.
- Damage for which the manufacturer or supplier is responsible.
- Damage to leased equipment for which the owner is responsible.
- Indirect damages and losses. (Stoppage of business, loss of profits).
- Aesthetic defects, consumable materials.
- Covered facts, "National Catastrophe".
- Events not compensated by the Insurance Compensation Consortium
- due to non-compliance with its rules.

The customer must report the claim through their sales representative or the usual contact telephone numbers.

**1. PURPOSE:** the purpose of these Specific Conditions involves the Mobile Positions provided by TELEFÓNICA DE ESPAÑA, S.A.U. to the CUSTOMER. This equipment will be provided to the customer by TELEFÓNICA DE ESPAÑA, S.A.U., using the leasing method known as Renting.

**2.- VALIDITY:** In the case of the Fusion Digital Products, Mobile Position, the contract will be valid for a period of two (2) years, counting from the date on which the product comes into service.

**3.- PERMANENCE COMMITMENT AND PENALTY:** In the event that the CUSTOMER terminates the contract prior to the end of the aforementioned period, the CUSTOMER shall be liable for the following obligations:

a) 100€ at the time of cancellation of the line, provided that the 24 months of permanence of the line have not elapsed, counting from the date on which the product is put into service.

b) In the event that the customer repositions one of his lines to another contract different from this one, his commitment of permanence will be reinitiated with the conditions of his new contract.

c) With respect to mobile terminals, the CUSTOMER shall only be liable for outstanding fees on equipment contracted under a rental agreement.

#### **4.- RENEWALS WITH RESPECT TO THE RENTAL OF EQUIPMENT AND TERMINALS:**

Once the period of permanence established for each of the different product types in the first section of this clause has ended and, in relation to the terminals, the CUSTOMER will be able to:

- a) continue with the service under the same conditions,
- b) renew the terminals, assuming new permanence commitments for the services that cover these,
- c) unsubscribe from the services, partially or in full.

Both in the case of the initial contracting, and for each of the extensions, as well as for extensions with respect to infrastructure equipment or terminals on a rental basis, by accepting this Annex III (Specific Conditions for Mobile Positions and possible rental basis), the CUSTOMER declares that they are aware of and accept that, regardless of the reason and date of the contractual termination, they are obliged to pay the outstanding fees for the terminals contracted on a rental basis.

With regard to the contracting of equipment on a rental basis, it shall be accrued and invoiced in monthly periods (instalments) and in advance, except for the first instalments, which shall be paid at a later date.

#### **5.- DELIVERY OF TERMINALS:**

In the event of breakage or loss of the equipment, the cost associated with the repair or replacement of the equipment will be the responsibility of the customer or of the insurance contracted for this purpose by the customer.

#### **6.- PROTECTION OF PERSONAL DATA. ASSIGNMENT OF CREDITS TO THIRD PARTIES:**

In addition to what is set forth in terms of data protection in section 7 of the Fusion Digital Service Framework Agreement for the execution of the specific conditions set forth in this Annex III.

TELEFONICA Empresa informs the Customer that the data subject to processing will be that which is strictly necessary for the provision of the contracted Service, the maintenance and management of the contractual relationship, as well as the provision of information on the various contracted services and the activities related to these.

In addition to the categories of recipients determined in the Telefónica Empresas Privacy Policy, the contracting of the Service that is the object of this Annex will imply the communication to CAIXABANK EQUIPMENT FINANCE, S.A.U. of that personal data necessary and related to payment behaviour in order to study and, if applicable, approve the operation that is the object of this service.

For the same purpose of studying and, if applicable, approving the transaction, CAIXABANK EQUIPMENT FINANCE, S.A.U., may communicate your data to CAIXABANK, S.A. in order to obtain from the latter information and data on your solvency and creditworthiness, including data relating to movements in your accounts or savings accounts, as well as data relating to the fulfilment of monetary obligations without creating new files for the latter.

Likewise, the CUSTOMER grants their consent to the transfer of the data necessary so that TELEFÓNICA DE ESPAÑA may transfer to the corresponding FINANCIAL INSTITUTION the rights it has over a credit against the CUSTOMER.

If the risk analysis is not favourable, Telefónica de España, S.A.U. will notify the Customer, within 30 days following its signature, of the impossibility of implementing the service covered by this contract, and the contract will be terminated.

### DESCRIPTION OF THE SERVICE AND MODALITIES

The service involves the recording of incoming/outgoing calls from a landline or mobile of the Fusion Digital service.

Telefónica supplies the functionality to the Customer on a fee/month basis per user and there is no registration fee. The functionality can be contracted for one or several lines, although it is not mandatory for all lines at a site.

**RECORDING MODES:** Basic and Advanced User Recording. Each of these has a different monthly/user fee depending on the time that the recording will be stored for each of them:

- Basic Recording Mode: Unlimited minutes of recording and storage of recordings for 7 days - **Price:** 7 € / month for each line for which the recorder service is contracted.
- Advanced Recording Mode: unlimited recording minutes and storage of the recording for 5 years – **Price:** 15€/month for each line for which the recorder service is contracted.

Each of them has a different price, depending on the storage time.

The change from Basic to Advanced Modality and vice versa involves unsubscribing and subscribing, and the modification itself is free of charge for the customer.

The recorder functionality is not contractable for Automatic Attendant head numbering or hunt groups, only for users of Fixed or Mobile Positions.

### TYPES OF RECORDING

For each recording mode (Basic or Advanced), the customer can choose between different types of communication recording / saving:

In the scope of Fixed Positions:

- Total: All communications involving the user are recorded and stored from the beginning of the communications. This recording (and storage) ends at the end of the communication.
- Total with Pause / Resume: All communications in which the user intervenes from the beginning of the call are recorded and stored, with the particularity that the user can pause (\*48) and resume (\*49) the recording in progress by dialling a code on the telephone. This means that the entire call will not be recorded (and only what is recorded will be stored). The entire call will be recorded and the part between Pause and Resume will be silent.
- On Demand with history: All communications are recorded from the beginning of the call in which the user intervenes but only if the code \*44 (record and store) is dialled during the call will the recorded part be stored. In the case of an outgoing call, you can also dial this code while dialling the number to store the recording. For this mode there is also the possibility of pausing (\*48) and resuming (\*49) the recording. If "Pause" is selected, the recording is stopped and only what has been recorded up to that moment will be stored.
- On demand: The communications in which the user is involved are recorded and stored from the moment the user requests this by dialling the code \*44 (meaning store and record). For this mode there is also the possibility of pausing/resuming the recording. In this mode there is also the possibility of stopping the recording and storing of the conversation by dialling the code \*45. To start a new recording within this same call, dial \* 44. The number of files generated in this call will be the same as the number of times \* 45 (Stop) and \* 44 (Resume) are dialled.

In the scope of mobile positions:

- Total recording mode: All communications involving the user are recorded and stored from the beginning of the call. This recording and storage end at the end of the communication.
- Quality recording mode: Only a percentage of calls are recorded, so that they can be reviewed and analysed at a later date. By default, the preset percentage is 10% of calls. The customer can change this percentage by calling 1002.
- Selective recording mode: All communications in which the user intervenes in a previously established time slot are recorded and stored. By default, the preset time is from 8 am to 7 pm. The customer can change this schedule by calling 1002.
- On demand recording mode: The user decides when they need to record a call by pressing the corresponding code on the keypad of their terminal.

The change between each type can be made by the customer's Administrator who has access to the service's web portal or by Rescheduling to 1002 (if the customer does not have access to the web).

### ANNOUNCEMENTS

The Recorder functionality offers an initial configuration whereby a standard announcement is always presented to the parties of the call to be recorded (both the called party and the caller).

This standard announcement can be replaced by one customised by the customer, by requesting this from their sales representative, at no extra cost. The customer is obliged to present announcements prior to the start of the conversation advising that the conversation is going to be recorded for a specific purpose, unless the caller has previously and expressly agreed to this.

The customer shall be solely responsible for the content of the recording notice in compliance with the general and specific legislation applicable to the sector to which they belong.

Additionally, in the "On Demand" recording mode, an announcement is received when the recording is stopped. The possibility of providing announcements is incompatible with the activation of Music on Hold, so when the user has to put the call on hold to dial the code to start the recording, if they have Music on Hold, the announcement will not be broadcast.

Announcement customisation. The Recorder functionality has a default announcement that will be offered to all customers.

For landlines, this announcement will be applied to them all, i.e., there will not be a different announcement per connection. In the case of mobile lines, it is possible to use different announcements for each line.

### MANAGEMENT PORTAL

Through the management portal, the customer can configure a series of features (and if they do not have access, they will be able to do this via Reprogramming).

"Call Recorder": through this option you can select the type of recording. By default, it will be "Total with Pause / Resume".

"Provide Start / Stop Call recording announcement ": enables/disables the broadcasting of an announcement when the recording starts and when it stops. It is the customer's responsibility if they do not warn their callers that the call is being recorded. By default, this will be active.

"Pause / Resume Notification": allows to indicate, by means of a beep or announcement, when the recording is paused or resumed. By default, "Give Announcement" will be marked.

"Recording Notification": allows the activation of a periodic notification (the parties will hear a beep) that the call is being recorded. The repetition period of the message is configurable. By default, it will be 30 seconds.

### RECORDING MANAGEMENT

The Recorder functionality includes access to a management website [https:// engraver.movistar.es](https://engraver.movistar.es) from where the client can download the stored information before the end of the storage time limit corresponding to the contracted modality (7 days or 5 years)

The service does not allow the stored information to be erased or removed by the customer.

After the corresponding storage period (7 days or 5 years), Telefónica is not responsible for the maintenance and custody of the stored information.

The User Manual describes the functionalities that can be managed from the Recorder's management website. There are two types of profiles for accessing this website, and depending on whether you access with one or the other, you will be able to use different functionalities:

- Global Administrator has management capacity over any of the functionalities that are included in the Recorder's Web User Manual, in particular, the following:
  - Generation and downloading of usage reports.
  - Playback and downloading of audio files corresponding to any of the stored recordings of any of the extensions that have the Recorder.
  - Creation of partial administrators
  - They cannot erase recordings.

- **Partial Administrator:** this profile will be created by the Global Administrator (there is no limit to the number of Partial Administration profiles that can be created) and it is the Global Administrator who defines the permissions granted to the Partial Administrator and which extensions with the Recorder can be managed. Some of the properties they have are highlighted below:
  - Generation and downloading of usage reports.
  - Playback of audio files corresponding to any of the stored recordings of any of those who have contracted the service. No download privileges.
  - Partial users cannot create new users and will only be able to manage a subset of lines.
  - They cannot erase recordings.

Access to the website will be different for each of the two profiles above:

- **Global Administrator** will access by means of single authentication (Single Sign On) from the service website [www.fusionempresas.es](http://www.fusionempresas.es) or from Canal On Line (COL) <https://movistar.es/> from where they will be able to manage the lines that have contracted the recorder service.

Once you have accessed the service management website, you must link, as a user identifier to create a Partial Administrator profile, an email address, with Telefónica understanding that the use of this information is authorised in order to use the service.

The Partial Administrator will then receive a link at this email address from which they can set their own password. The completion of this process means that the Partial Administrator is accredited for access to the service website ([www.grabador.movistar.es](http://www.grabador.movistar.es)).

The Global Administrator must always regenerate their credentials through the service management website.

- **Partial Administrator:** will have direct access to the Recorder website [www.grabador.movistar.es](http://www.grabador.movistar.es) and will have access to the information granted to them by the Global Administrator when defining their profile. The credentials (User and Password) of Partial Administrators will be managed through the Recorder's own website.

In the event that the Partial Administrator forgets their password, they will have an option to regenerate this from the Recorder management website. By clicking on this option, an email will be sent to the email address associated with the user, with a temporary link that will allow them to complete the process of generating a new password.

The generation of these profiles and the privileges granted to the Partial Administrators will be the sole responsibility of the customer.

Telefónica accepts no responsibility for any misuse of the service by Partial Administrators authorised by the Global Administrator.

One of the internet browsers must be compatible with the service management website (as described in the User Manual for the Recorder management website).

## OTHER CONSIDERATIONS

### Information processing

The service will make the information (audio files, metadata) available to the client as soon as it is processed and from that moment it will be available on the service management website for a limited time (7 days or 5 years), depending on the contracted modality or because the service has been cancelled.

The processing time may vary depending on the total volume of information to be processed, the concurrence with other users or a specific connectivity failure. The customer will see a clock indicating that the recording report is being generated.

### Recording quality

The service does not guarantee a minimum level of quality with respect to the recordings processed due to the fact that the conversations made or received may take place in a noisy environment or be affected, in terms of sound quality, by the use of accessories such as hands-free devices or headphones while the conversation being recorded is taking place.

### Verification of authenticity and integrity of stored information

The service offers the possibility of verifying the integrity and authenticity of the information stored by the service.

Through the management website (from the "Verify" option) it is possible to check the file that we want to verify and compare it with the files that are stored in the service's cloud.

The service will confirm if the file has not been modified. Failing this, it will report the error by stating that the file compared does not match the one stored by the service.

### Information to employees who are Recorder users

It is the sole responsibility of the customer who contracts the service to inform employees who will be users of the landline or mobile line that they have contracted the facility to record calls made or received on said line, as well as the use of this facility by Administrators, whether they are Global or Partial Administrators.

The service does not offer recording notice announcements in the following call scenarios:

- **Transfer with consultation/Direct Transfer:** The two speakers are only notified in the case in which A calls B with recording that makes a transfer with consultation to C. That is, if it is A or C who has recording, the speaker who finally stays on the call with the user who has the recording functionality is not alerted in either of the two cases.
- **Conference call.** Only if the conference is hosted by the user with the recording will everyone be notified that they are being recorded. If the user with the recording functionality is a caller that another caller brings into the conference, only the one who brings the user into the conference is informed that the call is going to be recorded, the rest are not. Nor can it be guaranteed that full conference call metadata will be generated.
- **Calls to speakers with facilities such as Hunt Group or Automatic Operator.** If a user with the Recorder facility calls a speaker with Hunt Group or Automatic Operator call management facilities and this, in turn, presents some kind of message before the conversation is established, it is possible that (depending on how long this message lasts) the agent who finally answers the call may not be able to hear part or all of the recording warning announcement from the service presents or which has been customised by the customer..

In all the cases described above, and for which the service does not offer recording announcements, it is the responsibility of the user who has the Recorder contracted to inform the other parties involved in the call that the conversation is going to be recorded.

### Unsubscribing from the Service

Unsubscribing from the service involves eliminating the information stored and safeguarded in the cloud (recordings and metadata), which means that this will no longer be available to the customer, regardless of whether the storage period (7 days or 5 years) defined in the contracted modality has expired.

It is the customer's responsibility to download the stored information from the service management website if they wish to retain this information. The information must be downloaded prior to requesting the cancellation of the service.

Telefónica is not responsible for the maintenance and custody of the information stored once the cancellation of the service has become effective.

## SPECIFIC CONDITIONS COVERING DATA PROCESSING IN THE PROVISION OF "TELEFONICA EMPRESAS" SERVICES

This document contains the Specific Conditions by which Telefónica de España, S.A., Telefónica Móviles de España, SAU and Telefónica Soluciones de Informática y Comunicaciones de España, SA (hereinafter, "Telefónica Empresas" or "Service Provider"), pursuant to the provisions of EU Regulation 2016/679 of the European Parliament and Council, of 27 April, 2016, regarding the protection of individuals (hereinafter "GDPR") in respect of processing of the personal data of its Customers in its capacity as "Data Processor".

If, as a consequence of performing the service contracted by the Customer, Telefónica Empresas carries out any kind of personal data processing on behalf of the Customer, Telefónica Empresas will be considered as the "Data Processor", in accordance with the provisions of Article 28 of the GDPR.

These conditions covering data processing, including their appendices (the "Conditions"), will come into effect and replace any prior conditions concerning the processing of data prior to the implementation 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 Controller.

The Service Provider will, at all times, comply with the obligations governing any data processing as provided for in the General Data Protection Regulation, the Organic Law on Data Protection and guarantee of digital rights and any other applicable legislation (national or supranational) and with reasonable and documented instructions from the Customer which, if appropriate, can be considered to form part of these Conditions, at all times providing sufficient guarantees for the application of appropriate technical and organisational measures for this purpose.

In particular, the Service Provider undertakes to:

- i. Process the personal data strictly necessary for implementing the contract entered into by the Customer, and not communicate or pass them to third parties under any circumstances, except with the express written authorisation of the Customer in legally admissible circumstances or else when obliged to do so by virtue of the laws of the European Union or Member States that apply 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 register of all of the categories of processing activities undertaken on behalf of the Customer within the scope of the Contract entered into by the latter, that contains:
  - a. the name and contact details of the Data Processor or Processors, and those of each Customer on behalf of which the Service Provider is acting as well as, where appropriate, the Customer's representative or that of the Data Processor and, if appropriate, the Data Protection Officer;
  - b. The categories of the processing carried out on behalf of the Customer;
  - 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 Customer the technical and organisational measures attached to the services contracted by the former, bearing in mind the current state of the technique, the costs of implementing it and the nature, scope, context and purposes of the processing, as well as risks of varying amounts of probability and seriousness regarding the rights and liberties of the individual. 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. On receiving a written request from the Customer, the Service Provider will provide the Customer with an updated list of the security measures adopted for the specific services rendered to the Customer. Notwithstanding the foregoing, the Service Provider will apply the security measures contained in Appendix A.
- iv. Help the Customer, taking into account the nature of the processing and using the appropriate technical and organisational means, whenever possible, to respond to requests from data subjects who wish to exercise their rights, these being the rights of transparency, information, access, rectification and erasure (the right to be forgotten), restriction of the processing, portability, objection and not to be subject to automated personalised decisions (including the drawing up of profiles), among other rights specified in Chapter 111 of the GDPR. In all cases, this obligation to offer assistance is conditional on the specific terms included in the conditions of each contracted service, provided that they are subsequent to the application of the GDPR.
- v. It is the Customer's responsibility to provide the right to information at the time of data collection, unless expressly stated otherwise in the terms and conditions of the contracted service, provided that they are subsequent to the implementation of the GDPR.
- vi. Assist the Customer with regard to the production of impact assessments in relation to data protection under the terms of Article 35 of the GDPR.
- vii. Assist the Customer to carry 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 with the notification and communication of a violation of personal data to the supervisory authorities and data subjects, within the terms set forth in this Annex.
- ix. Erase all personal data once the provision of the services subject to processing ends, unless otherwise expressly requested by the Customer, as well as existing copies unless the preservation of personal data is required under European Union Law or under Member States laws that apply to the Service Provider.



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 obligations contained in these Conditions require internal or external audits to be carried out, or if they require more resources to be dedicated to them than those provided for in these Conditions, the Service Provider reserves the right to pass on to the Customer any reasonable cost overruns that this increase in resources may entail.

**b) Subcontracting.**

The Customer authorizes the Service Provider to subcontract to those subcontractors that it considers necessary for the correct fulfilment of services contracted by the Customer. At the Customer's request, the Service Provider will provide an updated list of all categories of subcontractors involved in fulfilling the services contracted by the former.

In these Conditions, the subcontractor will also be considered as a Service Provider under the same terms as the principal Service Provider. 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 these Conditions.

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) Personal data security breaches**

Should the Service Provider become aware of a personal data security breach, defined according to the GDPR as a breach in security that causes the destruction, loss or accidental or illicit alteration of personal data transmitted, stored or processed in another way, or the non-authorised communication of or access to such data, affecting the personal data for which the the Data Controller is responsible, originating in the systems the Service Provider is responsible for managing, maintaining or administering, the Service Provider must notify the Customer of the security breach in line with the provisions set out in the current regulations.

From the moment they become aware of the security breach, the Service Provider must adopt the necessary measure to remedy this, including, if necessary, measures to offset any 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 and contact details of the single point of contact designated by the Service Provider for the personal data security breach; b) describe the nature of the personal data security breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records affected; c) describe the possible consequences of the personal data security breach; d) describe the measures taken to remedy the breach, including, where appropriate, measures to mitigate any possible negative effects, as well as 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, at least, 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 in terms of 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 these Conditions.

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 these Conditions:

These confidentiality obligations will remain in effect even after the validity of this Contract expires.

**f) Auditing.**

The Service Provider commits to making all the necessary information available to the Data Controller to demonstrate their compliance with the obligations established in these Conditions, as well as permitting and contributing to the implementation of audits on its information systems, the entire cost of which will be borne by the Customer, including inspections on behalf of the Customer or by another auditor authorised by the latter.

The Customer will be responsible for contracting such services from an independent body, which must maintain strict professional secrecy. In all cases, the auditors or inspectors appointed by the Customer must be communicated in advance to the Service Provider (Name, surnames, ID number and company to which they belong, as well as a certificate of confidentiality). On the other hand, the Service Provider will have the right to oblige the auditors or inspectors referred to in this section to sign a confidentiality and non-disclosure agreement in respect of such audits or inspections.

In the event that the work entailed in collaborating with the audit requires the dedication of more resources than those foreseen as necessary for complying with this contract, the Service Provider reserves the right to pass on to the Customer any reasonable cost overruns incurred as a result of this increase in resources.

The Customer must request the aforementioned audits or inspections by giving at least 30 days notice to the Service Provider. The request should be made as soon as the requirement becomes known to the Customer so that the physical space required to conduct it can be prepared. Also, the Customer will give the Service Provider a clear idea of the scope of the audit.

**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 that this relationship exists 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 Authorities for the purpose of submitting the appropriate tax declarations and complying with their respective legal obligations according to current legislation and with Public Authorities 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 these Conditions.

With regard to validity, applicable law and competent jurisdiction, these will be covered in the relevant service provision contract.

## Appendix A. Security Measures

- **Security Policy**

Telefónica Empresas 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 Empresas has ISMS certification that complies with the dictates of Regulation UNE-ISO027001 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 Centres (DPC)**

Alcalá Data Center: Tier IV certification that guarantees compliance with the security requirements regarding physical access and the general protection of DPC infrastructure (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 Empresas 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 these to their resolution, including analysis and diagnostics, categorisation, immediate response, notification and forensics.

#### For renewals and new registrations

MPA Extra Rate discount and MPA Premium Rate discount of €3/month per line; only applicable when contracting mobile lines on FD Extra MPA and FD Premium MPA rates.

This discount will be applicable to a maximum of 12 mobile lines in each customer's Fusión Digital branch, and subject to the contracting of the Movistar Prosegur Alarms service. In the event that the customer cancels the Movistar Prosegur Alarms service or the Fusión Digital service or does not maintain the Extra MPA and Premium MPA tariffs on the mobile lines, the customer will no longer benefit from this discount.

#### Mobile Post

Tarifa Fusión Digital Extra MPA: Monthly fee 22€ (26, 62 € VAT included). Maximum of 300 different destinations. Includes: calls from mobile: (7000 min/month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT), unlimited mobile internet (400 GB at maximum speed), 500 SMS to mobiles, and MultiSIM service. Once the bonus has been exceeded, the price of SMS will be 15 cents/SMS (18 cents/SMS including VAT). Includes Mobile Network Security -SRM- functionality.

Tarifa Fusión Digital Premium MPA: Monthly fee €42/month (€50.82 VAT included). 300 different destinations maximum. Includes calls from mobile: (7000 min/month to landlines and mobiles national and internal Corporate traffic). Once the excess per billing period has been exceeded, the price of the following calls is 10 cents/min (12 cents/min including VAT) + 15 cents/setting (18 cents/setting including VAT), unlimited mobile internet (400 GB at maximum speed), once this value has been used up, the connection is maintained at reduced speed at no additional cost, 500 SMS to mobiles and Multisim service, once the bonus has been exceeded, the price of the SMS will be 15 cents/SMS (18 cents/SMS including VAT). It has a Bono USA + Commercial + Latam of 500 minutes and 5GB of data to be used in roaming in the area corresponding to the bonus during the billing month) at zero cost, as well as the Bono Internacional 500 (500 minutes to different international destinations) at zero cost. Includes Mobile Network Security -SRM- functionality.

The Mobile Post tariffs (Tariff FD. Starter, FD. Standard, FD. Extra, FD. Extra Device, FD. Extra MPA, FD. Premium, FD. Premium Device, FD. Premium MPA and Office Tariff) have a 24 month commitment with a penalty in case of early termination of 100€ per line.