

LATCH SPECIFIC TERMS FOR DEVELOPERS

These Specific Terms (hereinafter, the "**Specific Terms**") constitute an agreement between Telefónica Innovación Digital, S.L.U., a company incorporated and registered in Spain, with Tax Identification Code. B83188953 and domiciled in Distrito Telefónica, Ronda de la Comunicación, S/N, 28050 Madrid, Spain (hereinafter, "**TID**") and you (natural or legal person acting as a professional or entrepreneur, hereinafter referred to as "**You**" or the "**Developer**") with respect to the use of the Latch developer service and its different functionalities (hereinafter, "**Latch**" or the "**Service**").

Latch is a service owned and provided by TID. It is an integral part of the TU services, available at <https://www.tu.com/> (the "**TU Services**"). Latch is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Latch is licensed, not sold.

By accepting these Specific Terms and installing, copying, downloading, paying for or otherwise using Latch, You fully and unequivocally agree to be bound by these Specific Terms without modification or exclusion. If you do not accept them or do not intend to be legally bound by these Specific Terms, please do not access, install, download or otherwise use Latch and delete your Developer account. The natural person registering as a Developer and agreeing to these Specific Terms who is an employee or authorised person of the Developer, or otherwise acting for and on behalf of the Developer, declares that he/she is entitled to accept these Specific Terms on behalf of the Developer and to bind him/her fully to the content of these Specific Terms.

Please note that when you use Latch, the General Conditions of Use of the TID Services, which are available within the Legal Center at <https://www.tu.com/>, shall also apply to all matters not covered by these Specific Terms. Other terms and conditions applicable to certain features of Latch may also apply.

The Developer may contact TID regarding these Specific Terms, make any enquiries about the Service, as well as report any illegal or inappropriate use of the Service by writing to soporte@tu.com.

DESCRIPTION OF LATCH FOR DEVELOPERS

Latch for Developers allows to reduce the exposure of the Developer's online services or websites by allowing the end users of such services or websites (hereinafter, the "**End Users**") to easily block access to their accounts on such online services or websites (e.g. corporate logins or other operations within the service or website) when they are not using them. In this way, the exposure time of the Developer's services is reduced in the face of current threats, thereby minimising the consequences of identity theft or unintended uses.

Latch for Developers is designed to enable the Developer to implement an authorisation control architecture for their online services or websites. Integrating Latch with your online service will allow your End Users to temporarily (i) block access to your online service or website while they are not using it, (ii) authorise privileged operations by protecting certain critical operations with controls and, on the Developer side, (iii) be able to create authorisation flows to protect operations and assign them to specific people or roles. Latch helps you reduce the risk of targeted attacks on your online services by reducing the time in which services become accessible.

Latch is also available to End Users via smartphone or tablet applications (such as Latch for Android or Latch for iPhone). In order to lock or unlock their online service account, or functions as defined by the Developer, End Users must download the Latch application (owned by TID) from an authorised app store, on a mobile device with a supported operating system version.

The Developer is responsible for making the necessary integrations in his service, for which he is provided with the ability to create applications and modify their configuration at any time in order to invoke the Latch APIs. You are also provided with a set of SDKs and Plugins to facilitate this task, as well as documentation and guides to



help you with this task. The SDKs and Plugins are provided as examples and are distributed without any kind of guarantee, being the responsibility of the Developer the correct functioning of the integration with the Latch service.

The Developer also has a dashboard through which he can obtain aggregated information on the usage of his online service or website by the End Users who are using Latch. Through this tool it is possible to detect anomalies such as possible attacks when a high peak of access requests is shown while the application is blocked. Likewise, the Developer also has the administration tool to remotely open and close an End User's latch.

The Developer will also have access from the private area to a functionality that allows the generation of TOTP (Time-based One-time Password) codes where the seed has been created by a quantum random number generator. In case the Developer wants to add a second factor authentication (2FA) based on QTOTPs to his online service, he can do it from the Latch developer area. He will have to decide the period of time for which the codes will be active, the number of digits the code will contain and the cryptographic algorithm. Subsequently, the end user will have to pair from his authenticator application (e.g. Latch) by scanning the QR generated by the online service. In this way, the end user will have the codes available from his application to finalise the authentication process.

PROHIBITED USES AND LIMITATIONS

When contracting and using the Service, the Developer shall fully comply with the conditions of these Specific Terms, and shall be obliged to use the Service diligently, correctly and in accordance with all applicable laws, morality and generally accepted good customs.

The Developer may not use the Service in an unauthorised manner or in a manner that violates applicable laws, may interfere with another person's use of the Service or to gain unauthorised access to a particular service, data, account or network.

The Developer shall be solely liable to TID and/or any third parties that may be affected by the Developer's use of the Service that may cause damage or harm to them by the integration of Latch into their online services or websites.

The Developer must also be aware that it is prohibited to create different developer accounts for the same online service or website. In this case, TID reserves the right to terminate the Service to the Developer.

In particular, the Developer shall not integrate Latch into online services or websites that:

- Incite, support or express obscenity, vulgarity, profanity, hatred, intolerance, racism or violence;
- They commit fraud against another individual or entity;
- Intend to harm or exploit minors in any way;
- Are illegal or violate any applicable local or national law; including without limitation child pornography, bestiality, incest, illegal drugs, software piracy and harassment;
- Threatens, harasses, defames, defrauds, degrades, victimises or intimidates an individual or group of individuals for any reason, including on grounds of age, gender, disability, ethnicity, sexual orientation, race or religion; or incites or encourages any other to do so;
- Damages or destabilises, or attempts to damage or destabilise, another user's computer, or that would allow the Developer or others to illegally access or circumvent the security systems of websites or servers, including without limitation spam;
- Promotes or otherwise facilitates the acquisition and sale of ammunition or firearms;
- Provide or create links to external sites that violate these Specific Terms.

TID may deny Developer's registration and use of the Service due to legal or regulatory limitations due to Developer's location or for technical reasons arising from such restrictions. Developer must not attempt to circumvent any such limitations in connection with the Service.

The Service may not be compatible, valid or useful for certain online services or websites.

SUBSCRIPTIONS

Recruitment

TID may deny registration to the Service due to legal or regulatory limitations due to the Developer's location or for technical reasons arising from such restrictions. The Developer must not attempt to circumvent any such limitations in connection with the Service.

Developers may access the Service through any of the subscription options available at any time, as soon as they proceed to contract by registering and creating their Developer account through the contracting channels available for this purpose, and having accepted these Specific Terms and the other terms and conditions that may be applicable according to the contracting and/or licensing modality, or depending on the functionality contracted.

Subscriptions are based on the usage of the Service, measured by the number of End User accounts that link the Latch service to an online service or website of the Developer. Each subscription option entitles to different consumption limits, service levels, support options and available Latch functionalities. The Developer may learn about all available Service subscription options, pricing, payment terms and other features by accessing the "My Subscription" page in the Developer's private area of the Latch Developer Portal.

In the event that such a possibility is available and Developer meets the requirements set forth from time to time, Developer will be entitled to a free trial period, for a period not to exceed 30 calendar days, during which Developer will be able to experience some or all of the paid features of the Service. YOU SHOULD NOTE THAT ANY INFORMATION YOU ENTER INTO THE SERVICE DURING THE TRIAL PERIOD, AND ANY CUSTOMISATION OR CONFIGURATION MADE DURING THE TRIAL PERIOD, WILL BE PERMANENTLY LOST UNLESS (A) YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICE BEFORE THE END OF THE TRIAL PERIOD, OR (B) YOU EXPORT SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. IN ANY EVENT, TID DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY LOSS OF ANY INFORMATION OR DATA DURING THE TRIAL PERIOD.

Prices and payment methods

Prices and payment methods in relation to the Service are available on the Latch website (<https://latch.tu.com>). Full payment of the period fee is due at the time of purchase. Payments are due and payable in accordance with the payment option selected by the Developer in relation to the Service.

The applicable price shall be based on actual usage as detailed above and shall be subject to change at any time upon notice at least 30 calendar days prior to the date on which it is to take effect. The new terms and conditions shall thereafter apply to all Developers who have not cancelled the Service as of such date. Notwithstanding the foregoing, TID may inform of changes to these terms by sending an alert to the email address or mobile phone terminal number provided in the registration process or thereafter.

Taxes

The amount indicated on the website includes the value added tax applicable at any given time. The Developer must provide his/her country/place of residence for the proper application of taxes. The taxes associated with the price of the Service shall be paid by whoever is liable according to the Law. In the event that a double taxation avoidance treaty is applicable, TID and the Developer shall apply such treaty provided that all documentation necessary to apply such treaty, in particular a certificate of tax residence, is provided in due time and form.

Renewals

Paid subscriptions to the Service will automatically renew at the end of the relevant subscription period, unless you indicate otherwise via the "My Subscription" page of the private Latch Developer area on the Latch website at least 24 hours before the expiration of the subscription period. By default the same amount of accounts contracted in the previous period will be renewed. The Developer can decide to increase or decrease the number of accounts contracted in his licence for the next renewal.

If the subscription renewal is made for a licence that allows a lower number of accounts than the previous licence period (licence *downgrade*), the use of Latch will automatically be limited to the number of accounts allowed by the new licence. If the Developer's online service or website has more paired accounts than the number of accounts allowed by the licence, the last accounts that have been paired and that exceed the account quota will be automatically disabled (the latches will remain open and the End User will not be able to modify their status).

In the case of free subscriptions, renewal is unnecessary as the ability to use the service will remain activated until the relevant period or applicable account quota is reached.

Evaluation versions cannot be renewed.

Cancellations

If the Developer purchases a paid subscription via the online subscription method, he/she authorises TID to store his/her payment details for the purpose of billing him/her for the service. Failure to comply with payment obligations may result in the termination of your subscription. Depending on the location of the transaction, the type of payment method used and the place of issuance of your payment method, your transaction with TID may be subject to foreign exchange fees or price differences resulting from the application of exchange rates.

TID does not support all payment methods, currencies or payment territories. If the payment method you use to transact business with TID, such as a credit card, exceeds its expiry date and Developer does not edit your payment method information or cancel your account or payment subscription, you authorize TID to continue billing by such payment method and you shall assume all liability for any uncollected amounts due and owing. Developer's obligation for payment of fees remains in effect until the end of the subscription period during which you cancel your subscription.

In the event of late payment, TID is authorised to carry out the following, without the need for prior notice: (i) suspend or terminate the provision of the Service, (ii) apply the legally established interest for late payment to the overdue and unpaid amounts.

All applicable taxes are calculated based on the billing information provided by the Developer prior to purchase. Additionally, if the Developer requires a printed invoice reflecting their TID transaction, this can be accessed through their Latch account settings in the "My Subscription -> Billing Information" menu within the Latch Developer Portal. For information in this regard, please consult our Customer Support soporte@tu.com.

The Developer may cancel his paid subscription on the Latch website at any time. There will be no financial penalty for cancellation. Upon cancellation, the Developer may decide whether to cancel at that time or at the end of the subscription term. If cancellation is made before the end of the term, no refund will be made. Upon cancellation of the Service, Latch protection will be automatically disabled for End Users of the online service or Developer's website who have been using Latch (the latches will remain open and the End User will not be able to change their status). The End User will receive a notification informing him/her of the disabling.

The provisions of this section may not be applicable depending on the Service contracting modality chosen by the Developer.

Termination

These Specific Terms shall remain in force until terminated by the Developer or TID. The Developer's rights under the Specific Terms shall terminate automatically without notice from TID if (i) the Developer fails to comply with any of the terms of the Specific Terms; (ii) TID determines, in its sole discretion, that the provision of the Service to the Developer is prohibited by applicable law or has become impracticable or impracticable for any reason of a legal or regulatory nature; (iii) TID determines, in its sole discretion, that the Developer is using the Service or is acting in such a manner that the service provided to other customers or any infrastructure related to the Service is being adversely affected; or (iv) TID determines, in its sole discretion, that the Developer's use of the Service poses a security or service risk that may involve the liability of TID or third parties.

Upon termination or expiration of the Service, the Latch License shall automatically and immediately terminate; Developer shall immediately cease and desist from using the Service in any manner; and Developer shall uninstall and destroy all copies of Latch Resources and Documentation in its possession and, if required by TID, shall provide a written certificate executed by Developer itself or any of its authorised representatives certifying such action.

DEVELOPER REGISTRATION

Account creation and use

To create a new Developer account, the Developer must register using the form provided for this purpose, providing all the data required as mandatory and, where appropriate, those that are voluntary in order to complete the Developer account profile.

The access credentials to the Developer's account may only be used by the Developer and/or by the persons authorised by the Developer to use the Service, and the Developer undertakes to inform such persons of the terms contained in these Specific Terms, and the Developer, in any case, shall be responsible for the acts and/or omissions in the use of such credentials and of the Service by the persons authorised to use them. The Developer is responsible for the safekeeping of his account credentials and for maintaining due secrecy in order to prevent unauthorised access.

In the event that a third party supplier of the Developer provides support to the Developer's End Users, the Developer shall be obliged to ensure that the third party complies with and accepts these Specific Terms, and the Developer shall likewise be liable for any non-compliance by the third party.

If the Developer suspects misuse of your account or a breach of security on the Service, you should contact TID immediately. The Developer is responsible for all activity that occurs under your account.

Access and use requirements

To access the Service via a mobile data connection on a portable device (such as a smartphone), the Developer will need a data access plan provided by their wireless service provider. To access the Service over WiFi or via an Internet connection, the Developer will need a compatible device, software, a browser and Internet access.

Developer is advised to check with its provider to determine if any fees apply to such services. The Developer is solely responsible for meeting any fees or costs associated with accessing the Services through any wireless or other communication service.

TID is not responsible for the quality of the Developer's connection services that are not sufficient to enjoy the Service.

Usage data

Latch is an extra layer of security implemented on top of online services or websites. It is independent of the



specific functionality offered by the online service or website on which it is implemented. TID shall not assume any liability in connection with the Developer's online service or website and the End User's use of the service.

Latch may collect data on your End User's use of Latch (such as the number of times users block or unblock the Developer's service), as well as the number of valid and invalid attempts to access the service. We may share this information with End Users on an individual level and with the Developer in the form of statistics, using aggregated information, or in any other format that does not disclose your End Users' details.

Latch does not store any data related to the operation of the Developer's online service or website, nor about its authorisation systems and processes. However, each time a status request (such as open latches, close latches, refresh) is made on the Developer's online service or website, a log will be stored with the following data: account ID (hash id), date and time, online service or website (application) and status (locked/unlocked).

PRIVACY AND PERSONAL DATA PROTECTION

TID is committed to respecting the privacy of its customers and users and the secrecy and security of their personal data, which is why we inform you that your personal data will be processed for the provision of Latch, in accordance with the provisions of the TU Services Privacy Policy, which you can consult here: <https://www.tu.com/en/pages/privacy-policy-1>. This Privacy Policy forms an integral part of these Specific Terms.

In the event that, as a consequence of the provision of the Service to the Developer, TID processes personal data of the end users of the Developer's service whose access and security can be managed by making use of Latch functionalities (data relating to the pairing between Latch and the Developer's service, relating to the access and configuration of security permissions, and data relating to the connection and the device with which the end user accesses the Developer's service, among other data whose processing is instructed from time to time), TID, as data processor, will process such personal data strictly according to the instructions of the Developer, for the sole purpose of providing the Service and subject to the provisions of the General Conditions of Use of the TID Services.

In particular, when the Developer configures advanced authentication and security functionalities in its service through Latch and by using the Open Gateway APIs, the Developer instructs TID to collect the end user's authorizations and consents that may be necessary, in accordance with the applicable regulations, for the transfer of personal data relating to the end user's connection and device that will necessarily take place between the Developer and the operator of the mobile network used by the end user to access and use Latch. As of the date of these Specific Terms, the use of the APIs of the Open Gateway initiative is only available when the end user accesses and uses Latch through the mobile operator Movistar Spain.

USE OF LOGO OR TRADEMARK

When the Developer integrates his online service or website into Latch, he will be asked for an image file with his logo or trademark. This image is used to identify the online service or website in the service listing of the Latch End User application console. The inclusion of your logo or trademark enhances your service, making it easier for End Users to locate you in the app console. While the ability to add an image to the application is optional, we recommend doing so. By accepting these Specific Terms and Conditions and while they are in force, the Developer grants TID a worldwide, non-exclusive, non-geographically limited licence, with the ability to sublicense to other Telefónica Group subsidiaries and free of charge, to use its logo or registered trademark for the purposes of the Service. The Developer declares that it has all rights to such trademark, and shall hold TID harmless from any damages arising from the use of such trademark by TID (or third parties authorised by TID).

Logo or trademark images provided by the Developer may not contain: website addresses; the expressions "Latch", "Telefónica Innovación Digital", "Telefónica"; reference to illegal drugs, profanity or violence; images or language that could be considered racist, misogynistic or homophobic; images depicting sex, violence, gory scenes, drugs, explicit language or incitement to hatred and generally any images that are illegal; or Nazi



symbology restricted by section 86a of the Strafgesetzbuch (criminal code) if the content will be visible in Germany, Austria or Switzerland. Images that do not comply with these guidelines and any other guidelines that are established in accordance with customs and good practice, or do not meet our standards of presentation, may not be used and TID reserves the right to reject them.

LATCH SDKS, PLUGINS AND LATCH DOCUMENTATION

TID provides various SDKs (software development kits), plugins and documentation ("**Resources**") to help the Developer integrate the Latch service into their online service or website.

The Developer can find these Resources on the Latch Developer Portal. TID reserves the right to change these Resources at its sole discretion and without prior notice. TID shall not be liable for any failures and/or damages that the integration may cause to Developer and/or third parties where such failures and/or damages occur as a result of Developer's disobedience of the implementation instructions contained in the Resources.

Licensing SDKs and Plugins

All Resources are licensed under the LGPL 2.1. open source license unless otherwise noted on the Latch website, and are governed by the terms of these Specific Terms and the LGPL 2.1 license.

Resources licensed under a proprietary licence are governed by the terms of their specific software licence and these Specific Terms.

Use of SDKs and Plugins

Without limiting the foregoing, unless otherwise specified in a specific licence, the Developer may not:

- Sell access to the Resources or distribute the Resources together with adware or toolbar installers;
- Use the Resources and any metadata available through the Resources for any purpose that is unlawful, defamatory, threatening, discriminatory, harassing, abusive, hateful, infringing of third party rights or damaging to TID's reputation;
- Disable or interfere with the proper functioning of the Resources or metadata available through the Resources; or
- Make service calls via the Latch API in such quantity or in such manner as is not reasonably necessary to exercise the Developer's rights under these Specific Terms.

Support and modifications

In order to ensure continuous improvement of the service, TID reserves the right to provide the Developer with support or modifications to the Resources at its sole discretion, and to cease providing them, without notice and without liability. TID further reserves the right to introduce new versions of the Resources and to request the Developer to use such updated versions.

Continued use of the Resources by the Developer after the release of an updated version of the Resources shall be deemed acceptance of the modifications made to the Resources. In addition, given the impossibility of maintaining different versions of the Resources, after a certain period of time following the release of an update, the old versions will no longer be supported and/or may limit the use of certain functionalities. Therefore, when publishing a new update, TID may indicate the period of time that the Developer has to use the modified version, after which, if the Developer is using an obsolete version, it may experience limitations in the use of the Service, and TID declines any liability in this regard, due to the Developer's failure to comply with the indicated deadlines.

Tariffs

Currently, the Resources are provided to the Developer free of charge, but TID reserves the right to set a price



in relation to newly developed Resources or future upgrades to existing Resources.

Comments

The Developer is not obliged to send us any suggestions, comments or information ("**Feedback**") in relation to the Resources. However, we may use and include any Feedback voluntarily provided by the Developer to improve the Resources and/or our other products, services or technologies. Accordingly, if Developer submits Feedback, Developer consents to our free use, reproduction, licensing and distribution of such Feedback. Developer further agrees not to submit feedback that it knows is subject to any intellectual property claims by any third party or any licensing terms that would imply that any products or services derived from such feedback must be licensed in one way or another, or shared with a third party.

Support services

Support for the Service will be provided through the help documentation on the Latch website or Developer may contact TID by writing to the contact address set out in these Specific Terms, informing us of any errors that have occurred. TID will use reasonable efforts to provide Developer with support services. To the extent permitted by applicable law, these are the only obligations in relation to support to which TID undertakes under these Specific Terms.

Additional support options may be available for paid subscriptions as indicated on the Latch website or as contracted on an individual basis.

Contributions to TID

By submitting ideas, suggestions, documents or proposals ("**Contributions**") to TID through its contact web pages, Developer acknowledges and agrees that: (a) its Contributions must not contain confidential or proprietary information of third parties; (b) TID has no obligation of confidentiality, express or implied, with respect to the Contributions; (c) TID shall have the right to use or disclose (or elect not to use or disclose) such Contributions for any purpose, in any manner, using any international media; (d) TID may be considering something similar to the Contributions or may be developing such work; (e) Developer irrevocably grants TID a non-exclusive licence in respect of its rights to exploit its Contributions; and (f) Developer is not entitled to any compensation or reimbursement of any kind from TID under any circumstances.

INTELLECTUAL AND INDUSTRIAL PROPERTY

The Service is protected by copyright laws and international copyright treaties, as well as other intellectual and industrial property laws and treaties.

All titles, including without limitation copyrights, names, trademarks, trade names, trade dress, service marks or any other identifying features, in or relating to the Service and any copies thereof, are the intellectual and industrial property of TID and/or its suppliers.

These Specific Terms only grant the Developer the limited right to use the Service under the terms and restrictions specified herein. The Developer does not and shall not acquire any other right, title or interest in any Service, which shall at all times remain the sole property of TID or the relevant third party licensor to TID.

All title and intellectual property rights in and to content that may be accessed through use of the Service are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Service does not grant the Developer any rights in such content. All rights not expressly granted are reserved by TID.

The Developer acknowledges and agrees that TID shall be the sole owner of any enhancements, updates or derivatives of the Service that are developed by TID during and after the term of these Specific Terms. Without

limiting the foregoing, Developer expressly acknowledges and agrees that TID shall be the sole owner of any new intellectual property developed including, without limitation, (i) newly developed, revised or modified source code and (ii) inventions where such elements are related in any way to the Service or TID's general business regardless of whether they are developed, revised or modified in response to Developer's requests, suggestions or ideas, even if carried out and paid for by Developer itself. During the term of these Specific Terms and thereafter, the Developer shall not challenge the validity of TID's intellectual property rights in the Service, nor shall it challenge TID's rights, title or interest in that regard, and shall not cause, influence or assist in any way any other party to make any such assertion or challenge.

TID, and its licensors, reserve the right to make changes by suspending, removing or disabling access to the Service at any time without notice. In no event will TID be liable for the removal or disabling of access to the Service. In addition, TID may impose limits on the use of or access to certain features of the Service at any time without notice and without liability.

ABSENCE OF SAFEGUARDS

TID expressly disclaims any warranty in connection with the Service. Developer expressly understands and agrees that use of the Service is at Developer's sole risk. To the maximum extent permitted by applicable law, the Service and, if applicable, all such services provided within the scope of the Service, are provided on an "as is" and "as available" basis, without express, statutory or implied warranty of any kind, including without limitation any warranty of merchantability, satisfactory quality, accuracy, non-infringement or fitness for a particular purpose, including also without warranty that the Service will meet your requirements or that the use of the Service or any services or functionality provided through the Service will be uninterrupted, timely, secure or error-free or that the results that may be obtained from the use of the Service will be accurate or reliable, that the quality of the Service will meet your expectations or that defects in the Service will be corrected. TID makes no warranties or representations as to the accuracy or completeness of any information, documentation, text, graphics, links or other items contained in the Service and no information advice contained in any such information, documentation, text, graphics, links or other items shall create any warranty. TID makes no warranty in relation to any damage that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or any other computer programme. TID further expressly disclaims any warranty or representation by any third party. In the event that the Service is found to be defective, Developer shall bear the entire cost of any necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations regarding a consumer's applicable statutory rights, so the above exclusion and limitation may not apply to you at .

The Developer agrees to indemnify and hold harmless TID and its subsidiaries, affiliates (including any entity belonging to the Telefónica Group), officers, agents, employees, advertising agents or partners against (i) any claims by third parties arising out of and in any way connected with the Developer's use of the service under these Specific Terms, (ii) any and all damages that may arise as a result of the Developer's breach of any applicable law or regulation, or as a result of any other action related to the Developer's use of the Service, (iii) any and all claims against TID by third parties in connection with any service, content or other items provided or submitted by the Developer in connection with the Developer's use of the Service, or as a result of any other action related to the Developer's use of the Service, (iii) any and all claims against TID made by third parties in connection with any service, content or other items provided or submitted by the Developer using the Service or (iv) any and all damage that may be caused to any equipment belonging to TID or any other Telefónica Group company as a result of the Developer's breach of these Specific Terms, including any liability or expense incurred as a result of the Developer's breach of these Specific Terms; including any liability or expense incurred as a result of all claims, losses, damages (actual or consequential), proceedings, demands, court costs and attorneys' fees, or of any kind and nature whatsoever. In such event, TID shall give Developer written notice of such claim, suit or action.

Third party software and devices connected to the Service are not endorsed or warranted by TID.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TID BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) ARISING OUT OF YOUR USE OR INABILITY TO USE LATCH (INCLUDING ITS END USERS), THE COST OF PROCUREMENT OR SUBSTITUTE GOODS AND SERVICES, THE REPRESENTATION OR CONDUCT OF THIRD PARTY SERVICES OR PRODUCTS, EVEN IF TID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL TID BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OR LOSS OF BUSINESS, WHETHER DIRECT OR INDIRECT, LOSS OR CORRUPTION OF DATA), OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES BASED ON THESE TERMS, TORT OR OTHERWISE.

TID SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF LATCH OR ANY PART OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ERRORS OR OMISSIONS IN CONTENT, LIBEL, INFRINGEMENT OF INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR DISCLOSURE OF CONFIDENTIAL INFORMATION.

IN ANY EVENT, TID'S MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR LATCH SHALL BE LIMITED TO FIFTY PERCENT (50%) OF THE FEE PAID BY YOU FOR THE RIGHT TO ACCESS AND USE LATCH AND RECEIVED BY TID SUBSEQUENT TO THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT THE LIABILITY OF EITHER PARTY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM THAT PARTY'S NEGLIGENCE; OR (II) FRAUD OR FALSE OR MISREPRESENTED STATEMENT.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT THE LIABILITY OF EITHER PARTY IN RESPECT OF ANY LIABILITY WHICH CANNOT BE EXCLUDED OR RESTRICTED BY LAW.

CONFIDENTIALITY

The Developer undertakes to treat as strictly private and confidential information and not to disclose to any third party any data, news or documents in respect of any means relating to the Service which it obtains or receives as a result of entering into or performing these Specific Terms (the "**Confidential Information**").

The undertaking described in the preceding paragraph shall not be deemed to be breached if the information, news, data and/or documents in question are already part of the public domain at the time of disclosure or the disclosure of such information is required by law or an authority orders the disclosure of all or part of the Confidential Information.

For the purposes of this section, Confidential Information also includes TID's system, any documents, commercial offers, orders or submissions made by TID to Developer relating to TID's business partners' technology, as well as customers, business plan, marketing and promotional activities, finances and other business matters.

The confidentiality obligations set forth in these Specific Terms shall survive termination of the Service and shall remain in effect until any of the exceptions contained in this section become applicable. In the event that any statute, applicable law or regulation, or any legal or regulatory authority, process or proceeding requires the Developer to disclose confidential information, the Developer shall notify TID of such requirement (to the extent permitted by law or regulatory or relevant authority) indicating such requirement so that the affected party may timely seek a protective order or other appropriate remedy, or waive compliance with the terms of this section. Developer further agrees to cooperate with TID in its efforts to obtain such protective order or other remedy. In the event such protective order or other remedy is not obtained, Developer may submit only that portion of the



Confidential Information which, on the advice of counsel, it is legally required to disclose and shall use reasonable efforts to obtain assurance that such Confidential Information will be treated as such.

MISCELLANEOUS

Notifications

We may send to the Developer, in electronic format, information about the Service, these Specific Terms, TID's services and any other information that the law requires us to send to you. The Developer is responsible for keeping its contact email address up to date. Notices sent by email to the Developer shall be deemed delivered and received when the email is sent, whether or not the Developer has received the email in question.

The Developer may notify TID of any questions relating to these Specific Terms by writing to the contact address set out in these Specific Terms.

Assignment and subcontracting

The Developer may not assign these Specific Terms or otherwise transfer any of its rights or obligations, licences or any other rights, without the prior written consent of TID.

TID may assign, transfer or sell the Service and, consequently, these Specific Terms to a third party, whether or not it is a member of the Telefónica Group, without the need for prior authorisation and/or notification to the Developer.

TID may at any time subcontract part or all of its obligations hereunder.

Advertising

TID may use the Developer's name and/or logo on a customer listing used in marketing materials provided that the Developer grants permission to TID by email.

Modification

TID is continually working to update, improve and expand the Service, and may modify the Service at any time.

If TID makes changes to the Service that it considers to be significant, this will be communicated to the Developer via the Service or the Latch website. Depending on the chosen mode of engagement, TID may modify, replace, deny access to, suspend or discontinue the Service, in whole or in part, or change and modify the prices for all or part of the Services at TID's sole discretion.

In this regard, TID may modify these Specific Terms due to technological changes, regulatory changes that affect the Service, due to the evolution of the Service itself or in order to make improvements to the wording and minor updates with the aim of increasing transparency and facilitating understanding by the average user.

Any modification to these Specific Terms shall be made public on the Latch website and/or through other information media or communication channels that TID maintains with the Developer, and shall become effective 15 calendar days after their publication. If you continue to use the Service after all changes have been made, it shall be understood that the Developer accepts such changes.

Inderogability

Failure or delay by either party in relation to these Specific Terms in exercising or enforcing any right, power or remedy under these Specific Terms shall not be deemed a waiver of any right, power or remedy; nor shall any single or partial exercise by either party be a bar to the exercise or enforcement thereof or of any right, power or

remedy in any subsequent situation.

Agreement in its entirety

These Specific Terms, as well as any appendix or amendment thereto, constitute the entire contract between the Parties (including the support services). In the event of any conflict between the provisions of the Spanish Specific Terms and the provisions of the terms in another language (English or Portuguese), this Spanish version shall prevail.

Anti-corruption

As part of the subject matter of these Specific Terms, and as an essential part of the same, both TID and the Developer declare that they comply with the laws and regulations applicable to them in the fight against corruption, and that they have internal policies and procedures in place to ensure compliance with them. Each party shall promptly notify the other of any breach of any of these obligations, in which case the party receiving the notification shall have the right to request immediate corrective action.

LAW AND JURISDICTION

These Specific Terms shall be governed by Spanish law.

Unless any other mandatory jurisdiction is applicable, the parties agree to submit any disagreement in the interpretation and execution of these Specific Terms to the courts and tribunals of the city of Madrid (Spain).

Specific Terms in force as of: 28 February 2025

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