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**TELEFÓNICA DIGITAL ESPAÑA, S.L.U. END-USER LICENSE AGREEMENT ("EULA")  
FOR METASHIELD PROTECTOR PRODUCT FAMILY**

**IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALLATION:**

These license terms and conditions (hereinafter, the "Terms") constitute a legal agreement between **Telefónica Digital España, S.L.U.**, a company incorporated and registered in Spain with tax identification number (CIF) B-83.188.953 and registered office in 28013 Madrid, Gran Vía nº 28 street– (also referred to as "**ElevenPaths**") and **you** (either an individual or a legal entity) with respect to the use by you, or any other end user (as this term is defined below) on your behalf, of any of the Metashield Protector Product Family.

Metashield Protector Product Family, includes the following softwares, owns by **ElevenPaths**, with different types of management and figure out, as further described in Schedule 1: stand alone licenses and Schedule 2: corporate and console licenses.

1. **METASHIELD PROTECTOR FOR INTERNET INFORMATION SERVICES** (hereinafter, "IIS SOFTWARE");
2. **METASHIELD PROTECTOR FOR FILE SERVER** (hereinafter, "FILE SERVER SOFTWARE");
3. **METASHIELD PROTECTOR FOR SHAREPOINT** (hereinafter, "SHAREPOINT SOFTWARE");
4. **METASHIELD PROTECTOR FOR CLIENT** (hereinafter, "CLIENT SOFTWARE"); and
5. **METASHIELD PROTECTOR FOR OUTLOOK** (hereinafter, "OUTLOOK SOFTWARE");
6. **METASHIELD FOR EXCHANGE** (hereinafter, "EXCHANGE SOFTWARE");
7. **METASHIELD FOR ICAP** (hereinafter, "ICAP SOFTWARE");
8. **METASHIELD MANAGEMENT CONSOLE** (hereinafter, "CONSOLE SOFTWARE");
9. **METASHIELD ANALYZER** (hereinafter, "ANALYZER SOFTWARE"); and
10. **METASHIELD FORENSICS** (hereinafter, "FORENSICS SOFTWARE");
11. **METASHIELD PROTECTOR FOR OUTLOOK 365** (hereinafter, "OU365 SOFTWARE") with some particularities detailed un Schedule 3 herein

and together with any other Metashield Protector Product Family that **ElevenPaths** may launch in the future, are the "SOFTWARE PRODUCTS".

This Agreement apply to any of the Metashield Protector Product Family, which includes the media on which you received it, if any, and to any:

- updates, releases, upgrades, future versions;
- supplements or associated software components;
- printed materials, and "online" or electronic documentation;
- Internet-based services; and
- support services for the SOFTWARE PRODUCTS, unless other terms accompany those items. If so, those terms apply;

**By (i) electronically accepting the EULA, (ii) executing this EULA, (iii) installing, copying, downloading or otherwise using the SOFTWARE PRODUCT, you completely and unequivocally agree to be bound by these Terms without modification. If you do not accept them or do not intend to be legally bound to the Terms, do not access, install, download or otherwise use the SOFTWARE PRODUCTS.**

The SOFTWARE PRODUCTS is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCTS is licensed, not sold.

#### **1. GRANT OF LICENSE. LICENSE RESTRICTIONS**

The SOFTWARE PRODUCTS license (the "SOFTWARE PRODUCTS License") granted by **ElevenPaths** to **you** under this **EULA** is a limited, annual, revocable (as provided herein), non-exclusive, non-transferable, worldwide, non-sublicense and solely for the purposes set forth in these Terms. The specific use of each SOFTWARE PRODUCTS is described in the documentation provided by **ElevenPaths** alone with the SOFTWARE PRODUCTS.

This **EULA** and the SOFTWARE PRODUCTS License do not imply for **ElevenPaths** any obligation to update any SOFTWARE PRODUCTS or to issue any version, releases or upgrades of the SOFTWARE PRODUCTS.

1.1 The SOFTWARE PRODUCTS License is subject to:

1.1.1 Installation and Use.

**ElevenPaths** grants you the SOFTWARE PRODUCTS License and the right to install the SOFTWARE PRODUCTS on the relevant servers or computers indicated by **ElevenPaths** and for which each SOFTWARE PRODUCTS was designed, provided that server or computer runs a validly licensed copy of the operating system for which the SOFTWARE PRODUCTS was designed (e.g. Windows Vista, Windows 8, Windows Server, SharePoint Server, Apache, etc.).

The SOFTWARE PRODUCTS may be used by **you** or by any other third party acting on your behalf (those third parties to be appointed and identified at the time of contracting the SOFTWARE PRODUCTS, including your employees or subcontractors (also, the End Users). In any case, **you** shall be liable for any breach caused by the End User of any of these Terms.

A SOFTWARE PRODUCTS License is only valid for being used in one piece of hardware (either personal computer or server).

### 1.1.2 Backup Copies.

**You** may make copies of the SOFTWARE PRODUCTS as may be necessary for backup and archival purposes provided you also reproduce on such copies any copyright trademark or other proprietary marking and notice contained in the SOFTWARE PRODUCTS.

You may not make more copies of the SOFTWARE PRODUCTS than specified in these Terms or allowed by applicable law, despite this limitation.

1.2 To respect to the SOFTWARE PRODUCTS License, you further agree that you (and procure that End Users):

(a) shall not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any third party (except to any End User) (i) the SOFTWARE PRODUCTS License, (ii) the SOFTWARE PRODUCTS; (iii) any use or application of the SOFTWARE PRODUCTS; or (iv) your rights under this **EULA** shall not pledge as security or otherwise encumber, the SOFTWARE PRODUCTS;

(b) shall comply with any instructions from **ElevenPaths** relating to the use of the SOFTWARE PRODUCTS:

(c) shall not (i) not use the SOFTWARE PRODUCTS in a manner that is inconsistent with a reasonable good faith use of the SOFTWARE PRODUCTS, (ii) not use the SOFTWARE PRODUCTS in a manner which, in **ElevenPaths'** opinion, will (or is likely to) adversely affect the SOFTWARE PRODUCTS or other **ElevenPaths'** clients, (iii) not use the SOFTWARE PRODUCTS in a manner which may perturb, interfere, distort or damage the **ElevenPaths'** systems, (iv) not use the SOFTWARE fraudulently or in connection with a criminal offence, (v) not use the SOFTWARE PRODUCTS to send, knowingly receive, store or communicate any material which is illegal, unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or any other type of material likely to cause offence, (vi) not use the SOFTWARE PRODUCTS in order to harass, spy on, pester, cause annoyance or unnecessary anxiety to any person, or to pass as someone else or act in a manner which may be reasonably deemed to be objectionable, or which is in any way harmful to third parties, (vii) not use the SOFTWARE PRODUCTS in a way that contravenes any license, code of practice, instructions or guidelines issued by a relevant regulatory authority, (viii) not use the SOFTWARE PRODUCTS to spam or to send unsolicited advertising or promotional material, (ix) not use the SOFTWARE PRODUCTS to send or transmit anything, content or material which consists of or contains virus software, (x) not use the SOFTWARE PRODUCTS in a manner which may damage the reputation of **ElevenPaths** or any entity within Telefónica Group, the reputation of the SOFTWARE PRODUCTS or otherwise bring **ElevenPaths** into disrepute or the reputation of third parties, (xi) not use the SOFTWARE PRODUCTS in any manner which violates copyright, trademark, confidentiality, privacy, or which infringes the intellectual or industrial property rights of others, (xii) hold and will continue to hold any licenses, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the SOFTWARE PRODUCTS, if any.

(d) shall use the SOFTWARE PRODUCTS solely (i) for your internal use with your ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided in this **EULA** and any documentation forming part of the SOFTWARE PRODUCTS;

(e) shall not use any documentation forming part of the SOFTWARE PRODUCTS except for supporting your authorized use of the SOFTWARE PRODUCTS;

(f) other than as expressly set forth in this **EULA**, shall not (i) modify, adapt, translate, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the SOFTWARE PRODUCTS for any purpose, or (ii) attempt to discover the underlying source code or algorithms of the SOFTWARE PRODUCTS (unless enforcement is prohibited by applicable law and then, only to the extent specifically permitted by applicable law, and then only upon providing **ElevenPaths** with reasonable advance written notice and opportunity to respond);

(g) for the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the SOFTWARE PRODUCTS, shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the SOFTWARE PRODUCTS or create any derivatives based upon the SOFTWARE PRODUCTS, whether for your internal use or for license or for resale;

(h) shall comply with applicable laws and shall not permit any party, whether acting directly or on behalf of you, to breach or violate any of these restrictions; and

(i) maintenance of copyright notices. **You** must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCTS.

## 2. SUPPORT SERVICES

**ElevenPaths** will make reasonable efforts to provide you with support services during the installation process of the SOFTWARE PRODUCT ("Support Services"). Any Support Services request should be sent to **ElevenPaths** through the following email address [metashield@support.elevenpaths.com](mailto:metashield@support.elevenpaths.com).

Support Services' requests shall be attended by **ElevenPaths** as soon as practicable. Any supplemental software code provided to **you** as part of the Support Services shall be considered part of the SOFTWARE PRODUCTS and subject to the terms and conditions of this **EULA**.

## 3. FEES

As consideration for each annual SOFTWARE PRODUCT License, you should have paid **ElevenPaths** before downloading the SOFTWARE PRODUCT, the relevant annual fee published in the portal from which you are downloading the SOFTWARE PRODUCT, together with all terms and conditions applicable to such payment (payment methods, tax information, etc.). Such terms and conditions applicable shall be part of this **EULA**.

If the SOFTWARE PRODUCTS License is renewed for consequent annual periods as provided in the Termination section below, you

shall pay the relevant fee informed by **ElevenPaths** in each moment.

#### 4. TERMINATION

The SOFTWARE PRODUCTS License acquired by you is annual. Once the annual term is elapsed, it shall be tacitly renewed for annual periods unless you or **ElevenPaths** expresses to the other its intention to terminate the Agreement by giving the other with written notice not after two (2) months before the expiration of the initial annual term or any of its renewals. Such prior notice period shall not apply in case **ElevenPaths** decided to stop offering a specific SOFTWARE PRODUCTS.

Without prejudice the foregoing, **ElevenPaths** may, immediately, terminate this **EULA** and any SOFTWARE PRODUCTS License granted by **ElevenPaths** to you under it, if you fail to comply with the any of the terms and conditions of this **EULA**. Additionally, **ElevenPaths** may terminate this **EULA** immediately in case of (i) you are in default of your payment obligations of the relevant fees, provided **ElevenPaths** give you a prior notice and you do not remedy it within the following ten (10) days from such breach notice, (ii) **ElevenPaths** determines, in its sole discretion, that the provision of the SOFTWARE PRODUCTS License to you is prohibited by applicable law or has become impractical or unfeasible for any legal or regulatory reason, (iii) **ElevenPaths** determines, in its sole discretion, that you, or any of your End Users, are using the SOFTWARE PRODUCTS or are acting in such a way that the SOFTWARE PRODUCTS License granted to other clients or any infrastructure related to the SOFTWARE PRODUCTS are adversely affected or (iv) **ElevenPaths** determines, in its sole discretion, that your use of the SOFTWARE PRODUCTS (or the End User's use) poses a security or service risk that may be subject **ElevenPaths** or third party to liability.

Upon the termination or expiration of this **EULA**,

- a) SOFTWARE PRODUCTS License will automatically and immediately terminate;
- b) you will immediately cease and desist from all use of the SOFTWARE PRODUCTS in any way; and
- c) you must uninstall and either return or destroy all copies of the SOFTWARE PRODUCTS in your possession and provide a written certification executed by you or any of your authorized representatives certifying such action.

#### 5. COPYRIGHT

All title, including but not limited to copyrights, names, trademarks, trade names, service marks or any other identifying characteristics, in and to the SOFTWARE PRODUCTS and any copies thereof are proprietary intellectual property owned by **ElevenPaths** or its suppliers.

This **EULA** only grants you the limited right to use the SOFTWARE PRODUCTS under the terms and restrictions specified in this **EULA**. You do not, and will not, acquire any other right, title or interest in any SOFTWARE PRODUCTS, which will at all times remain the exclusive property of **ElevenPaths** or the applicable third party licensor to **ElevenPaths**.

All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCTS is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This **EULA** grants you no rights to use such content. All rights not expressly granted are reserved by **ElevenPaths**.

You acknowledge and agree that **ElevenPaths** shall be the sole owner of any enhancements, updates, or derivatives of the SOFTWARE PRODUCTS which are developed by **ElevenPaths** during and after the term of this **EULA**. Without limiting the foregoing, you expressly acknowledges and agrees that **ElevenPaths** shall be the sole owner of any newly-developed intellectual property including but not limited to (i) newly-developed, revised, or modified source code and (ii) inventions where such are related in any way to the SOFTWARE PRODUCTS or **ElevenPaths's** general business, regardless of whether such are developed, revised, or modified in response to your requests, suggestions, or ideas, even if performed paid for by you. During the term of this **EULA** and thereafter, you shall not assert the invalidity of the **ElevenPaths** intellectual property right over the SOFTWARE PRODUCTS, or contest **ElevenPaths's** right, title or interest therein and thereto, and you shall not cause, influence, or assist in any manner whatsoever, any other party to make any such assertions or contest.

#### 6. NO WARRANTIES

**ElevenPaths** expressly disclaims any warranty for the SOFTWARE PRODUCTS. You expressly understand and agree that the use of the SOFTWARE PRODUCTS is at your sole risk. The SOFTWARE PRODUCTS is provided 'As Is' and "As available" basis. without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, no infringement, or fitness of a particular purpose, including also without warranty that the SOFTWARE PRODUCTS will meet your requirements or the use of the SOFTWARE PRODUCTS shall be uninterrupted, timely, secure or error free or that the results that may be obtained from the use of the SOFTWARE PRODUCTS will be accurate or reliable or that the quality of the SOFTWARE PRODUCTS will meet your expectations. **ElevenPaths** does not warrant or assume responsibility for the accuracy or completeness of any information, documentation, text, graphics, links or other items contained within the SOFTWARE PRODUCTS. **ElevenPaths** makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. **ElevenPaths** further expressly disclaims any warranty or representation to End Users or to any third party.

You agree to hold harmless and indemnify **ElevenPaths** and its subsidiaries, affiliates (including any entity within Telefónica Group) officers, agents, employees, advertisers or partners from and against (i) any third party claim arising from or in any way related to your use (or End User's use) of the SOFTWARE PRODUCTS against these Terms (ii) any and all damage as a result of the violation by you or your End User of any applicable regulation and law or as a result of any other action connected with the use of the SOFTWARE PRODUCTS, or as a result of a breach of any of these Terms by your End Users or resulting from your End Users use of the SOFTWARE PRODUCTS, (iii) any and all claims against **ElevenPaths** made by any of your End Users or third parties related to any services, content or otherwise provided or sent by you (directly or through your End Users) using the SOFTWARE PRODUCTS or (iv) any and all damage to any equipment belonging to **ElevenPaths** or any other Telefónica Group company caused by your breach or your End Users' breach of these

Terms; including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, or every kind and nature. In such case, **ElevenPaths** will provide you with written notice of such claim, suit or action.

## 7. LIMITATION OF LIABILITY

In no event shall **Elevenpaths** be liable for any damages (including, without limitation, lost profits, loss of business, business interruption, or lost information) arising out of your use of or inability to use the software products (including your end user's use or inability to use the software products), the cost of procurement or substitute goods and services, statement or conduct of any third party services or products, even if elevenpaths has been advised of the possibility of such damages.

In no event will **Elevenpaths** be liable for loss of data or for indirect, special, incidental, consequential (including lost profit or loss of business, whether direct or indirect, loss or corruption of data), or for any other indirect or consequential loss or damages based in contract, tort or otherwise.

**Elevenpaths** shall have no liability with respect to the content of the software products or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

In any case, **Elevenpaths** maximum aggregate liability for all damages arising out of or related to this **EULA** or the software products shall be limited to the fifty (50) per cent (5) of the fee paid by you for the software products license and received by **Elevenpaths** hereunder in the last twelve (12) months period 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 fraudulent misrepresentation.

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.

## 8. CONFIDENTIALITY

You undertake to treat as strictly private and confidential and not to disclose to third parties any information, data, news or document in any medium relating to the SOFTWARE PRODUCTS which it obtains or receives as a result of entering into or performing this **EULA** (the "Confidential Information").

The undertaking set out in the paragraph above will not be deemed to be breached if information, news, data and/or documents are already in the public domain when disclosed or the disclosure of such information is required by law or an authority orders the total or partial disclosure of the Confidential Information.

For the purposes of this section, Confidential Information also includes these Terms, including the relevant consideration, **ElevenPaths** system, any document, business offer, order or presentation given by **ElevenPaths** to you, related to **ElevenPaths** business partners' technology, clients, business plan, promotional and marketing activities, finances and other business affairs.

The confidentiality obligations established herein shall survive termination of the **EULA** and shall continue until any of the exception included in this section applies.

If any you are required by statute, applicable law or regulation or by legal or regulatory authority, process or proceeding to disclose any Confidential Information, you shall provide **ElevenPaths** with a reasonably adequate notice (if permitted by law, regulatory or the relevant authority) of 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. You also agree to cooperate with **ElevenPaths** in its efforts to so obtain such a protective order or other remedy. In the event that such protective order or other remedy is not obtained, you shall permit hereunder to furnish only that portion of the Confidential Information that it is advised by opinion of counsel it is legally required to disclose and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

## 9. NOTICES

**To you:** Except as otherwise set forth herein, notices made by **ElevenPaths** to you under this **EULA** will be provided to You via the email address provided by you to **ElevenPaths** in the registration process you followed when you acquired the SOFTWARE PRODUCTS or in any updated email address you provide TDI&PUs. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon TDI&P's sending of the email, whether or not you actually receive the email.

**To ElevenPaths:** For notices made by you to **ElevenPaths** under this Agreement and for questions regarding this **EULA** or the SOFTWARE PRODUCTS, you may contact us through [elevenpaths@elevenpaths.com](mailto:elevenpaths@elevenpaths.com).

Any support question or query related to the SOFTWARE PRODUCTS shall be made to the contact details described in section 2 above.

## 10. GOVERNING LAW

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

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

## 11. ASSIGNMENT AND SUBCONTRACTING

You may not assign these Terms and **EULA** or otherwise transfer any of its rights or obligations, including any credentials, the licenses

or any other right, without the prior written consent of **ElevenPaths**.

**ElevenPaths**, upon prior, written notice (including by email) to **you** and without your consent, assign or otherwise transfer these Terms to a third party, whether a member of the Telefónica Group or not.

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

## **12. PUBLICITY**

**ElevenPaths** may use your name and/or logo in a list of customers used in marketing materials provided you give your consent to **ElevenPaths** by email upon the **ElevenPaths** relevant request.

Within forty-five (45) days of signing this **EULA** **ElevenPaths** may publish a press release announcing the acquisition of you as a customer, provided you have the opportunity to review and approve the press release.

## **13. NON-WAIVER**

The failure or delay by either party to this **EULA** to exercise or enforce any right, power or remedy under this **EULA** shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

## **14. ENTIRE AGREEMENT**

These Terms and **EULA**, any addendum or amendment to them, are the entire agreement for the SOFTWARE PRODUCTS License (including the Support Services).

**SCHEDULE 1  
STAND-ALONE LICENSES**

This type of licensing allows users a personalized installation and management on their own metadata treatment rules.

User can manage licensing, product configuration and use.

**Available Products:**

Metashield for Client Windows  
Metashield for Outlook  
Metashield for File Server Microsoft  
Metashield for IIS  
Metashield for SharePoint  
Metashield for Apache  
Metashield Forensics

User can personally manage this product configuration and use itself.

**SCHEDULE 2  
CORPORATIVE AND CONSOLE LICENSES**

Centralized management of metadata treatment, licenses, upgrades, user tasks and Metashield software instances according to the company's rules with the goal to a common safety policy.

This way of licensing involves necessarily the acquisition and integration of Metashield Management Console (MMC)

**Available Products:**

- Metashield for Client Windows
- Metashield for Outlook
- Metashield for File Server Microsoft
- Metashield for IIS
- Metashield for SharePoint
- Metashield Management Console (MMC)
- Metashield for Exchange
- Metashield Analyzer
- Metashield for ICAP
- Metashield for Outlook 365

**SCHEDULE 3  
METASHIELD PROTECTOR FOR OUTLOOK 365****1. Data protection**

- 1.1 In order to avoid data leaks in attached files METASHIELD PROTECTION FOR OUTLOOK 365, **ElevenPaths** needs to temporarily host the document attached to the emails in a remote server to treat them. Any Personal Data (as defined in Art 2 Data Protection Directive) provided by **You** to **ElevenPaths** under these Terms shall only correspond to information strictly necessary for the compliance with these Terms, and shall only and exclusively be applied or used to provide **OU365 SOFTWARE**.
- 1.2 **ElevenPaths** warrants that it will process the Personal Data in compliance with all applicable data protection laws, enactments, regulations, orders, standards and other similar instruments.  
To the extent it receives any Personal Data pursuant to these Terms, **ElevenPaths** shall be a data "processor" as defined in Article 2 of the Data Protection Directive. **ElevenPaths** undertakes to process any Personal Data that is provided to it by **You** (or such Personal Data to which access is granted by **You**) originated in the European Economic Area (EEA) only in the EEA or in a territory that has been designated by the European Commission as ensuring an adequate level of protection pursuant to Article 25(6) of the Data Protection Directive and always in accordance with your instructions.
- 1.3 As between the Parties, Personal Data will remain your exclusive property. This ownership includes all elaborations, evaluations, segmentations or similar processes that **ElevenPaths** may carry out in connection with the **OU365 SOFTWARE**.
- 1.4 **ElevenPaths** warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- (i) take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
    - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - (b) the nature of the data to be protected; and
  - (ii) take reasonable steps to ensure compliance with those measures.
- 1.5 **ElevenPaths** may authorize a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract:
- (i) is on terms which are substantially the same as those set out in this Agreement;
  - (ii) includes an undertaking from the third party to comply with all instructions from **ElevenPaths** or **You** and all applicable data protection laws;
  - (iii) includes a prohibition on the transfer of the Personal Data outside the EEA where Personal Data originating in the European Economic Area except otherwise agreed between **You** and **ElevenPaths**.
  - (iv) terminates automatically on termination of this Agreement for any reason.
- 1.6 Upon completion of the necessary tasks to remotely process the documents attached to the emails under **OU365 SOFTWARE**, **ElevenPaths** will destroy all information and relation about files or metadata used in the process unless otherwise required under applicable laws.
- 1.7 Customer acknowledges that **ElevenPaths** is reliant on you for direction as to the extent to which it is entitled to use and process the Personal Data. Consequently, **ElevenPaths** shall not be liable for any claim (and **You** shall indemnify and hold **ElevenPaths** harmless against any expenses, fines or other losses relating to such claim) brought by a data subject arising from any action or omission by **ElevenPaths**, to the extent that such action or omission resulted directly from **ElevenPaths** complying with your instructions pursuant to these **Terms**.

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