FOCA

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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.

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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 PRODUCT(S) 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, TDI&P system, any document, business offer, order or presentation given by TDI&P to you, related to TDI&P 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 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 TDI&P with a reasonably adequate notice (if permitted by law, regulatory or the relevant authority) of such requirement so that TDI&P 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 TDI&P 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.

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**To You:**

Except as otherwise set forth herein, notices made by TDI&P to you under this EULA will be provided to you via the email address provided by you to TDI&P in the registration process you followed when you acquired the SOFTWARE PRODUCT(S) or in any updated email address you provide TDI&P. 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 TDI&P:**

For notices made by you to TDI&P under this Agreement and for questions regarding this EULA or the SOFTWARE PRODUCT(S), you may contact us through contact@support.elevenpaths.com.

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, unless otherwise provided under mandatory law.

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 TDI&P.

TDI&P, 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. TDI&P may at any time subcontract part or all of its obligations hereunder.

12. **PUBLICITY**

TDI&P may use your name and/or logo in a list of customers used in marketing materials provided you give your consent to TDI&P by email upon the TDI&P relevant request.
Within forty-five (45) days of signing this EULA TDI&P 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.

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EXHIBIT 1

TEMPLATE TO EXERCISE THE RIGHT TO CANCEL THE TERMS AND CONDITIONS OF THE FOCA TOOL

You should only fill in this template and send it in case you wish to exercise your right to cancel the terms and conditions. 

To the attention of:
Telefónica Digital Identity & Privacy, S.L.U.,
Ronda de la Comunicación, s/n (Distrito Telefónica).
The purpose of this letter is to notify my decision to exercise my right to cancel the terms and conditions accepted as of [----] related to the FOCA tool.

Please include Your name: ------------

Your address: ----------------------

Signature (to be signed only if sent by letter)

Date:

Last updated: August 2014