



Terms and Conditions for Participating in the StartUps Euskaltel Programme

1.- Introduction

Euskaltel's institutional activity is aimed at acting responsibly and closely with its stakeholders, shareholders, customers, society, suppliers and its people.

This operational philosophy originating from Euskaltel's mission seeks to position the company as a driving force in the Basque economy, generate local business opportunities, influence the employment factor, be a business leader in the associative network of the Basque Country, generate confidence and pride in belonging, strive for social commitment and for the digital positioning of Basque society by driving competitiveness and cooperation between the private and public spheres.

Our mission is aimed at generating value: "To provide an integral response to the communication needs of people and help companies to attain greater productivity by providing them with information management and communication tools, thus contributing to the social and economic development of our Autonomous Community".

This led to StartUps Euskaltel, the group's programme to support entrepreneurship. The following terms and conditions set out the StartUps Euskaltel programme, by means of which Euskaltel is looking for start-ups interested in participating in the programme.

2.- Requirements to take part in the programme

The start-up must be incorporated as a company and be based in the Basque Country, have been up and running for less than 3 years and have completed or been selected for one of the incubator or acceleration programmes of the partner entities of the programme, as set out in Annex 1.

Euskaltel will use the information in the application forms to assess and select the projects that it freely and unilaterally deems to be of greatest interest according to the following assessment criteria:

- Fit of the project with the Euskaltel strategic lines
- Degree of maturity of the project
- Potential

The Euskaltel strategic lines are Internet of Things, artificial intelligence, WIFI and 5G, cyber security and new types of contents. Our focus within those sections is on company- and people-oriented innovation: IOT, digital home, smart devices, connected cars, Industry 4.0, smart cities, e-health, digital transformation, digital life style, big data, advanced data analysis and machine learning, new communications and network technologies, 5G, WIFI and mobility, cyber security



new contents, apps and games on Deco 4K.

Technology start-ups in general and innovative start-ups with a global reach project may also apply to take part in the programme.

Any start-up that has previously taken part in a similar programme totally or partially promoted by another telecommunications operator may not take part in the programme.

3.- Benefits of participating in the programme

Euskaltel will provide its services and expertise, along with networking and access to its group. The Euskaltel contribution will be customised according to the project, after analysing the situation and the specific needs of each start-up. The benefits of taking part in the programme could include:

A. PROVISION OF THE FOLLOWING TELECOMMUNICATIONS SERVICES

Providing the following services, free of charge, for a year (extendable for an additional year at the discretion of Euskaltel):

- 350M Internet
- 3 lines with unlimited calls to landlines and calls to mobiles
- 3 3GB mobile lines
- Web hosting, domain and e-mail boxes

The start-ups selected to enter the programme will be able to access the established communications packages, provided that the start-up is based in an area where the Euskaltel network is operational.

In any case, the benefits offered will have exactly the same limits as those offered for Euskaltel commercial products. You can consult those limits at www.euskaltel.com

B. FREE ADVANCED DATACENTER SERVICES

Those start-ups with high scores according to the assessment criteria and in accordance with their needs may access free-of-charge the advanced datacenter services packages, for a year (extendable for an additional year at the discretion of Euskaltel), and which consist of:

- Up to 3 virtual servers (2Ghz, vCpu, 4 GB RAM) with symmetric connection and 200 GB flexible SAM storage

C. EQUIPMENT AVAILABLE FOR TESTS AND DEVELOPMENTS

D. TRAINING AND WORKSHOPS WITH THE BEST EUSKALTEL EXPERTS

Euskaltel will organise events and training sessions and will select those start-ups that match the defined topics to attend them.

E. NETWORKING AND WEB VISIBILITY, SOCIAL MEDIA AND EUSKALTEL ACTIVITIES



F. JOINT ADVERTISING AND SPONSORED ADVERTISING

G. EUSKALTEL STUDYING THE VIABILITY OF PURCHASING PRODUCTS AND SERVICES

And those start-ups whose products or services may fit in with the Euskaltel strategy will be offered the possibility of a feasibility study of their being included in the Euskaltel products and services.

A service provision agreement will need to be signed between the start-up and Euskaltel in order for the different services to be provided. The benefits contemplated herein shall result in a 100% discount on the billed services.

The additional services that, as applicable, the start-up may require or the consumptions not included in the limits of each service shall be billed at the current rates.

4.- Obligations for the Start-ups

You will need to be willing to tell us about your project, show us your product, service or prototype and to take part in the events and demo days that we organise. You will be able to request meetings with the StartUps Euskaltel team either remotely or in person.

We will be able to take photos and make videos during the events and use them, along with the name, logo and summary of your project in order to promote the programme.

The programme participants shall pay their own travel costs arising from their participation in it.

5.-Participation application

The start-ups interested in being part of StartUps Euskaltel, shall submit their application by completing and sending the form available from www.StartUpseuskaltel.eus or www.StartUpseuskaltel.com.

The form requests the most important information on the project and the people involved in it. You will have to attach a short presentation describing the idea, product or service, the problem being solved, market, financial data, business model and team. You should provide all the information needed to quickly understand the project, and indicating if a beta or a demonstration project exists.

Please send any queries to StartUps@euskaltel.com.

Submitting a participation application by the start-up means the acceptance and express compliance of these terms and conditions.



6.- Process

When we receive the forms, we will proceed to analyse and review them on a first-come first-served basis.

We may ask you for more information or to attend an interview to tell us about your project or show us your products, services, prototypes or beta versions.

We will analyse compliance of the requirements, your needs, and in accordance with the StartUps Euskaltel assessment criteria, we will inform you if you have been selected no later than the last day of the month following all the necessary information being available, following the meeting of the Evaluation Committee. If your project is selected, we will inform you how we believe that Euskaltel can help you and the benefits that you could enjoy in the StartUps Euskaltel programme.

7.- Use of the information and audio and image rights

The participants will authorise EUSKALTEL and the programme organiser to disseminate and to publish online and in the general and/or specialist media a summary of the selected projects and participants in the programme, along with the image and name of the participants in charge of those projects, for the purposes of showcasing the project to the general public and without that generating any financial gain.

All those projects that are selected and participate in the programme will authorise Euskaltel and the organisers to take photos, and record audios and videos, at the sessions that are held during the different phases of the selection process and to implement the Programme and the management of their participation in it; and assign to Euskaltel and the organisers - the use of those images, voice, audios and videos, along with the name, title and summary of their project, in any media (both physical and digital - social media, external/internal media, websites, etc.-), and in any support or format, for the exclusive purposes of promoting, disseminating and deploying the Programme. This assignment is performed with power of assignment to third parties, without any time or geographical restrictions and free of charge. Furthermore, they shall undertake to seek the relevant authorisation of the people that the participant designates given their involvement in the Programmes, in accordance with the aforementioned terms.

8.- Reservations and Constraints

The terms and conditions seek to establish the conditions and selection procedure for the projects that will take place in the Euskaltel Programme. The terms and conditions included herein are not a binding or contractual link either for Euskaltel or for the participants, beyond what is expressly envisaged in them.

Euskaltel reserves the right to cancel, suspend and/or amend these terms and conditions of the Programme, on any grounds, by so notifying the participants, and



without that entitling the participants to submit claims or seek compensation.

Furthermore, Euskaltel reserves the right to exclude any projects that do not comply with the conditions for participating in the Call and/or the Programme, in the opinion of Euskaltel.

The participants in the Programme shall pay any administrative costs arising from their participation in it. Furthermore, the participating projects shall pay their own travel and accommodation costs necessarily incurred.

9.- Legal aspects

9.1 ACCEPTANCE OF THE TERMS AND CONDITIONS

Applying to participate in the Programme by means of submitting the form implies that the participant accepts and undertakes to comply with the commitments set out in these terms and conditions and, therefore, agrees to and accepts what is described herein. EUSKALTEL reserves the right to cancel, amend or proceed to suspend this Call, the selection process and/or leave vacancies unfilled if deemed appropriate.

You as the participant know and accept that you are submitting your project under your sole and exclusive liability and at your sole risk. Furthermore, you accept to hold EUSKALTEL harmless in the case of third-party claims related to the idea or innovation submitted.

9.2 INDUSTRIAL AND INTELLECTUAL PROPERTY

Participants shall guarantee under their sole responsibility that the content sent and submitted is their original creation and that it does not infringe third-party rights, including but not limited to, industrial and intellectual property rights, copyright, trademarks, patents, trade secret, privacy and publicity, and that the content is not illegal, has not been created or sent in a way that is in breach of any possible contractual obligation with a third party.

EUSKALTEL reserves the right to automatically remove from the process any participant that alters or hinders the smooth operating and the regulatory and normal course of the selection process -, and that follows improper practices to gain advantage by fraudulent means, such as the use of privileged information, tampering, etc. and/or any type of practice that may be considered contrary to the spirit of EUSKALTEL.

The participant authorises EUSKALTEL, by the very fact of participating in this process and without any additional right, to use indefinitely the information on the project that is expressly required for this purpose in the advertising material related to this call or to the EUSKALTEL activity, by any means allowed by law. In any event, participants shall be assumed to have submitted their application voluntarily and shall otherwise hold EUSKALTEL harmless from any liability.

The data provided by the participants shall be correct, accurate and complete and they shall be held liable for any lack of accuracy or truthfulness. Otherwise,



EUSKALTEL shall be entitled, without prejudice to any other legal means at its disposal, to withhold, deny or suspend the rights recognised to the participants through these Terms and Conditions.

Participants shall accept that the decision of EUSKALTEL relating to the call and selection of the projects will be final.

9.3 RIGHTS IN RELATION TO THE APPLICATION

Without prejudice to any subsequent agreements, the participants shall not lose or reassign the ownership in relation to the rights that may arise from their project merely by taking part in the call. EUSKALTEL may assign and transfer any of its rights and obligations pursuant to these terms and conditions to its affiliate companies.

Any participant that has not received any notification from EUSKALTEL within 90 days following the submission of their project shall be considered not to be short-listed.

9.4 LIABILITY

Participants shall answer to EUSKALTEL for any damage, immediately or otherwise, direct or indirect, caused or which may be caused by the breach of these Terms and Conditions.

Furthermore, the participants shall be liable towards EUSKALTEL, should their application infringe third-party rights, and shall hold harmless and compensate EUSKALTEL for any damage and losses caused, including any type of claims, out-of-court or court procedures, including in every case the fees of lawyers, defence teams and other professionals, due to failure to comply with the aforementioned obligations.

Should the applicants not comply with the commitment assumed by accepting these Terms and Conditions, they shall be liable for any damages caused to EUSKALTEL or its related parties. The liability shall include any immediate, contingent and future consequences. The commitment assumed herein shall come into force from the acceptance of these conditions and shall remain in force for five years after submitting the form.

Submitting the application, the use of it by EUSKALTEL or any mention in these terms and conditions shall not be interpreted as a job offer or an employment contract by EUSKALTEL.

9.5 CONFIDENTIALITY

The content of the ideas and projects submitted in the call, any documents and any information of any type provided by the participants shall be treated as confidential by EUSKALTEL.

EUSKALTEL undertakes not to use that information for purposes other than those arising from this document.

The participant consents to any information made available to or sent to EUSKALTEL as the result of their entering the call (including personal details) being



processed and used in general by EUSKALTEL for registration in the call, the participation of the participant, the analysis of the project and its assessment, while applying all reasonable means of computer security and confidentiality to avoid alterations, losses, processing or non-authorised access to the data.

Furthermore, the participant authorises EUSKALTEL, for the purpose of proceeding to analyse and assess the project, to pass on to the members of the project Evaluation Committee, the ideas, documents and information of the participant submitted to the call.

In order to be able to access the projects entered and assess them appropriately, all the members of the project Evaluation Committee shall previously accept the terms and conditions for their participation, which include clauses with confidentiality obligations and to protect the industrial and intellectual property rights of the participants regarding their project. Notwithstanding the above, EUSKALTEL shall not be liable for the actions or omissions of the members of the evaluation network.

Information shall not be considered to be CONFIDENTIAL INFORMATION when:

- a) It is currently in or subsequently becomes in the public domain.
- b) It is obtained legally from a third party not subject to confidentiality obligations
- c) It were known or were legally in the possession of one of the parties prior to its disclosure by the other Party
- d) It must be disclosed to any third-party, provided that the disclosure obligation is imposed (i) by current legislation, (ii) by any court or tribunal with sufficient jurisdiction or (iii) by any governmental authority or regulatory body.

Term.- This undertaking not to disclose confidential information shall cover the term of the project and an additional 2-year period after it ends.

The parties hereby undertake to return or destruct, as indicated by the others, and after being so requested, all the documents and copies of documents relating to the CONFIDENTIAL INFORMATION, to which they have had access in the execution of the Project. When so requested by any of the parties, the other parties shall confirm in writing that they have complied with the obligation to destroy the CONFIDENTIAL INFORMATION, without that being grounds for being released from complying with the obligations assumed herein.

Should any of the parties be legally obliged to retain certain documents, the confidentiality obligations envisaged herein shall continue to apply.

9.6 PRIVACY

Euskaltel is the company responsible for processing the personal data of participants to the StartUps EUSKALTEL programme. Should you be the representative of a legal person in the StartUps EUSKALTEL programme, we will process your personal data based on our legitimate interests, for the sole purpose of ensuring the programme participation of the entity you represent. In case you are participating as an individual in the StartUps EUSKALTEL programme, we shall process your personal data based on the contractual relationship binding between



us, for the sole purpose of ensuring your programme participation.

In any event, we shall process your personal data for the time that such participation lasts, able to keep such data subsequently blocked for the timelines ensuing from the expiry of any legal actions related to such processing.

The Company shall convey your personal data to the entities in its Group (Euskaltel S.A., Telecable S.A.U. and R Cable y Telecomunicaciones Galicia S.A.U.) based on legitimate interests for such conveyance, for the administrative purposes of the Company. The administrative purpose for which the signatory companies of the Group receiving the data will process said information is the centralised management of start-up support programmes.

Likewise, Company service providers from the systems, technology and administrative management sectors may access your personal data in the course of providing the services that such third parties render to the Company.

You may exercise your rights to access, rectification, deletion, limitation to data processing, portability and opposition by informing Euskaltel over the following contact address: StartUps@euskaltel.com, or sending a written request to the Department of Innovation, Euskaltel, S.A., Parque tecnológico 809, Derio, Bizkaia, CP 48.160.

You may also address the Spanish Data Protection Agency, should you consider that the law with regard to data protection has been violated in the processing of your personal data, or you may get in touch with the company Data Protection Officer at the following e-mail address: dpd@euskaltel.com

Lastly, for purposes of the provisions of Article 14 of the GDPR, you are informed that the contents of this clause are to be understood as facilitated by the three companies comprising the Group to which the Company belongs.

Information solely applicable to company representatives: as a participating company representative, you engage and are obliged to facilitate the information contained in the preceding sections to all those employees or contact persons from your entity whose personal data are facilitated to Euskaltel in the context of participation in this programme.

9.6 MISCELLANEOUS

In order to participate in the selection process to be admitted to the StartUps EUSKALTEL programme, and once registered as a user, the participant shall be required to submit the information and/or documents needed exclusively by using the applicant forms available at www.StartUpseuskaltel.eus or www.StartUpseuskaltel.com, for the sole purpose of EUSKALTEL assessing the project (without that meaning that EUSKALTEL acquires any right in that regard, nor liability towards the participant or towards third-parties, and shall be held harmless from any claim) and to rule on its access to EUSKALTEL.

All the communications relating to the procedure shall be made by email to the contact person indicated in the application.

EUSKALTEL does not guarantee the availability and continuity of the operating of



the programme participation website located at www.Startupseuskaltel.eus or www.Startupseuskaltel.com, or of any of the services hosted at the www.euskaltel.com sub-domains, as they are services being continuously updated, and, therefore, it does not guarantee that they will be permanently operational and error free, and shall not assume any liability for any damage suffered by the applicant due to not using or not being able to use the information or services provided, and/or hosted at any of the aforementioned sub-domains.

EUSKALTEL shall not be liable for any possible damages or losses resulting from interferences, omissions, interruptions, computer viruses or disconnections from the portal or the services for any reason, including causes beyond the control of EUSKALTEL. The participant shall be fully liable for the interpretation and use of the website information or any service hosted in any of the aforementioned sub-domains. EUSKALTEL shall not be held liable for the reliability or use of the services provided by third-parties through the aforementioned sub-domains.

9.8 Trademarks

EUSKALTEL and the participant retain all the rights, ownership and interests of their respective trademarks. Sending the admission application through the link shall not mean, unless expressly authorised to the contrary, any right of the participant to use any of the EUSKALTEL intellectual property rights, including promoting the project in any forum using the EUSKALTEL name.

Neither EUSKALTEL nor the participant shall use the trademarks or trade names of the other party, or the words, symbols or similar designs that could be confused, either as part of their corporate name or as part of the name of any product of the other party. The brands, notices, trademarks, advertising, drawings, designs, logos, texts, etc, that appear on the registration website or on the EUSKALTEL web portal or on any of the services hosted on the Euskaltel sub-domains are the exclusive property of EUSKALTEL, or of third-parties that have previously and authorised this for their use.

The participant is prohibited from using or exploiting by any means, without the prior written consent of EUSKALTEL, any content included on the EUSKALTEL web portal, www.startupseuskaltel.com or www.startupseuskaltel.eus or in any of the services hosted in them and/or in the aforementioned sub-domains.

However, any participant selected to enter the programme, authorises and expressly agrees to, by the very fact of participating in this Call, EUSKALTEL to reproduce, use, publish and disseminate, their image and their name and their surname(s) in any media, even EUSKALTEL social media and internet, without any geographical or time limitations, for promotional and advertising purposes exclusively in relation to their status as a new start-up of the EUSKALTEL programme, without those activities granting them the right to any remuneration or benefit, with the exception of these terms and conditions.

9.9 USE RESTRICTIONS

Participants are aware and accept that they cannot use the application form for the following purposes:

- Uploading or sending any content that may be in breach of the law, be contrary



to public morals or may be harmful, offensive, abusive, disrespectful, defamatory, vulgar, obscene, invasive, racist, xenophobic or objectionable.

- Harming individuals or groups in any way.
- Carrying out any illegal or fraudulent act.
- Uploading or sending any content without the necessary permission to do so. Neither can any advertising or commercial content be sent, uploaded or transmitted in any other way.
- Uploading or sending any content that infringes any intellectual property right, regardless of how or where.
- Uploading or sending any material that contains viruses or files designed to interrupt, disrupt or limit the operating of the software, hardware or the telecommunications equipment.
- Interfering with or breaching the policies of the website or of any connected network or any third-party service provider.
- Intentionally or accidentally breaching international, national state or local current legislation.
- Collecting or storing personal information on other participants.

EUSKALTEL shall be entitled to eliminate any content that infringes those Terms and Conditions. The participant shall assume full liability regarding the use of any own or third-party content, whether partially or fully. Notwithstanding the above, EUSKALTEL shall be entitled (but not obliged) to reject any content or remove it from any of its processes and platforms. Applicable Legislation and Jurisdiction

EUSKALTEL and the participants that have registered their proposal shall be subject to Spanish law regarding the interpretation and fulfilment of these terms and conditions. Any dispute arising from the interpretation or execution of this document shall be directly settled by the parties. Therefore, they shall undertake to do their utmost to reach a harmonious solution for their disputes, in keeping with the common intention expressed herein, within 15 (fifteen) working days from the date on which the party notifies in writing the other party with respect to any claim. Failure to respond by the other party shall not suspend the aforementioned period. Any litigation, dispute or claim resulting from these terms and conditions or their interpretation that cannot be settled in accordance with what is established in the above section, along with as aspect relating to non-compliance, termination or invalidity, shall be submitted to the jurisdiction of the Tribunals of Bilbao, Bizkaia.



Annex I - Partner Entities

Basque Government - Ministry for Economic Development and
Infrastructures

SPRI

BEAZ

BIC Araba

BIC Bizkaia

BIC Bizkaia Ezkerraldea

BIC Gipuzkoa

Bind 4.0

Orkestra

Innolab Bilbao

Metxa