

COMPASS UOL

AI COCKPIT SMART ENGINEERING - CODE INTELLIGENCE AND MODERNIZATION

TERMS AND CONDITIONS OF USE FOR AWS MARKETPLACE SERVER PRODUCT

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TERMS AND CONDITIONS OF USE FOR AWS MARKETPLACE SERVER PRODUCT

AI Cockpit Smart Engineering - Code Intelligence and Modernization

These Terms and Conditions of Use for AWS Marketplace Server Product (the "Terms") constitute an agreement between the legal entity that purchases or subscribes to AI Cockpit Smart Engineering - Code Intelligence and Modernization through the AWS Marketplace (the "Customer") and Compass.uol Tecnologia Ltda. ("Compass UOL"), enrolled with the Brazilian taxpayer registry (CNPJ/ME) under No. 07.654.824/0001-24, with head office at Av. Sete de Setembro, 496, floor 1, room 206, room A, Centro, Passo Fundo/RS, ZIP code 99010-120, Brazil. These Terms govern the licensing, deployment, operation and use of AI Cockpit Smart Engineering - Code Intelligence and Modernization as a single offering comprising the Smart Engineering and Reasoning components, as identified in the Product Listing, in the Private Offer or in the applicable AWS Marketplace transaction (the "Product").

Amazon Web Services, Inc. and its affiliates are not parties to these Terms and have no obligations or liability arising from them. The AWS Marketplace transaction, billing and procurement terms continue to apply between the Customer and AWS.

Contractual structure

The applicable Product Listing, the Private Offer and any amendment signed by authorized representatives of the parties form part of the Agreement. In the event of conflict, the following order of precedence applies: (1) signed amendment or negotiated legal terms of the Private Offer; (2) applicable Product Listing; and (3) these Terms.

1. Agreement, Scope and Definitions

1.1 Purpose and unity of the offering. AI Cockpit Smart Engineering - Code Intelligence and Modernization (the "Product") is a single, integrated artificial-intelligence-assisted software engineering offering made available as a Server Product on the AWS Marketplace. The Product brings the Smart Engineering and Reasoning functional components together under the same Subscription, license, deployment and usage metering mechanism. References to Smart Engineering and to Reasoning in these Terms designate components of the Product and not independent products, licenses or subscriptions.

1.2 Server Product model. The Product is licensed solely as software for installation and operation in the Customer Environment. Compass UOL does not host or operate the application runtime, the identity provider, the AI Gateway, Amazon Bedrock or the artificial intelligence models on the Customer's behalf as part of the Subscription. Except for the communications strictly necessary with the AWS Marketplace entitlement and metering services and for the AWS services or Partner Services expressly enabled and configured by the Customer, processing takes place in the Customer Environment.

1.3 Functional components of the Product. The Product includes the Smart Engineering and Reasoning components, which may be used together or separately, according to the use case, the Customer's configuration and the capabilities available in the installed version. The exact technical content of the package, its modules and its dependencies will be defined by the Product Listing and by the Documentation applicable to the installed version.

1.3.1 Smart Engineering. Smart Engineering is a tool for the analysis, documentation and modernization of legacy and complex systems. The component may ingest source code, control and execution files, data definitions, configurations, interfaces and other technical artifacts; inventory applications and components; identify structures, dependencies, integrations, flows and business rules; produce detailed technical and functional documentation; generate diagrams, impact analyses, recommendations and modernization plans; enable the selection, segmentation and prioritization of modernization scopes; and turn the results of the analysis into a structured backlog, including initiatives, epics, user stories, acceptance criteria, scenarios and test cases. Smart

Engineering may also generate, transform, refactor or modernize Generated Code, tests, scripts, configuration files, integration artifacts and other software engineering materials.

1.3.2 Languages, technologies and platforms analyzed. Depending on the installed version, the configuration, the dialect, the source platform and the scope described in the Documentation, Smart Engineering may offer analysis, documentation and/or modernization capabilities for COBOL, JCL, CICS, Natural, VisualAge, Clipper, PL/SQL, ESQL, IBM ACE, Java, Java EE, Go, C#, Ruby, Python, PHP, VB6, C, HLASM, IBM RPG III, IBM RPG IV, NICE CXone, Control-M and IBM DataStage, in addition to other technologies expressly identified in the Documentation. Not all capabilities will necessarily be available for all languages, versions, dialects or platforms, and the applicable Documentation shall identify the level of support and the known limitations.

1.3.3 Reasoning. Reasoning is an artificial-intelligence-assisted engineering and reasoning component that may be used either together with Smart Engineering or independently in software product development, maintenance, evolution and modernization initiatives. Reasoning may analyze requirements, business context, architecture, documentation, code, tests and natural-language instructions; generate, review, explain, debug, refactor, supplement and finalize documentation and Generated Code; produce or refine backlog, acceptance criteria and tests; apply standards, rules and criteria defined by the Customer; and orchestrate agents, tools, skills or MCP integrations. When used with Smart Engineering, Reasoning may act in the curation of the generated results, in the validation and completion of the artifacts and in the execution of the modernization, including by generating, transforming or refactoring code, tests, configurations and migration artifacts.

1.3.4 Combined or independent use. The Customer may use Reasoning without any prior analysis performed by Smart Engineering and may provide directly to Reasoning requirements, documentation, code, files, context and other Inputs relating to any software development initiative permitted under the Agreement. Likewise, Smart Engineering Outputs may be reviewed and finalized by the Customer without using Reasoning. In any event, the obligations of human review, validation, security and respect for third-party rights set out in these Terms remain applicable.

1.3.5 Exact content of the package. The Product Listing and the Documentation will identify the container images, Helm charts, templates, Smart Engineering and Reasoning components, OIDC integration, AI Gateway, software artifacts delivered, supported versions, mandatory and optional modules, deployment architecture, dependencies, supported AWS services, technical prerequisites and exclusions. The availability of specific features may vary according to the version, the configuration and the documented technical scope.

1.3.6 Product Documentation. The general Product documentation is available at <https://docs.aicockpit.ai/>. The installation, deployment and configuration guide for the AWS Marketplace package will be identified or referenced in the Product Listing before the offering is published. In the event of conflict, the order of precedence set out in the Agreement applies. Revisions to the Documentation do not modify the package already installed nor expand the features included in the Subscription.

1.3.7 Version-specific Documentation and update model. The Documentation applicable to the Customer is the one corresponding to the version identified in the Product Listing, in the Private Offer, in the release notes or in the deployment package at the time of contracting and installation. Once installed, the Product does not receive updates, patches, upgrades or new versions automatically or in-place. In order to adopt a later version, fix, security remediation or functional improvement made available by Compass UOL, the Customer shall carry out a new installation or a new deployment of the applicable package, following the Documentation for that version. Unless expressly provided in the Product Listing or in the Private Offer, making a later version available does not change the scope or the features of the version originally contracted, except where the new version made available by Compass UOL affects security matters.

1.4 Definitions. For purposes of these Terms:

"Agreement" means these Terms, the applicable Product Listing, the applicable Private Offer and the amendments signed by authorized representatives of the parties.

"AI Gateway" means the Product component installed in the Customer Environment that authenticates, controls, routes and logs requests to the models of the Customer's Amazon Bedrock, in accordance with the settings and permissions defined by the Customer.

"Authorized User" means an employee, affiliate, contractor or software process authorized by the Customer to access or use the Product for the Customer's permitted purposes.

"Customer" means the legal entity that, having acquired the Product supplied by Compass UOL under this Agreement, will use the Product directly in the Customer Environment.

"Customer Data" means source code, documents, prompts, configurations, records, files, personal data and other content provided, uploaded, connected, transmitted or processed by or on behalf of the Customer through the Product.

"Customer Environment" means the AWS account and the computing, network, identity, security, storage and associated service resources controlled by the Customer in which the Product is installed and operated.

"Customer's Amazon Bedrock" means the Amazon Bedrock service enabled and administered in the Customer's own AWS account, including the models, regions, quotas, policies and costs selected by the Customer.

"Documentation" means the Product Listing, the deployment guide, user guides, technical instructions, release notes, security documentation and other materials provided by Compass UOL for the Product.

"Final Output" means an Output generated by any component of the Product and, where applicable, reviewed, refined, transformed, supplemented or finalized by Reasoning, by Smart Engineering or by Authorized Users.

"Generated Code" means source code, modernized code, scripts, tests, configuration files, infrastructure-as-code definitions, integration components, build artifacts, migration code and other software materials generated, transformed, reviewed or finalized through Smart Engineering and/or Reasoning.

"Inputs" means prompts, source code, documents, instructions, context and other Customer Data submitted to the Product or processed by it in order to generate, review or finalize a response.

"OIDC" means OpenID Connect, the authentication standard used to integrate the Product with the identity provider configured and administered by the Customer.

"Outputs" means all results produced through authorized use of the Product from the Inputs, including technical and functional documentation, business rules, dependency analyses, diagrams, reports, epics, user stories, acceptance criteria, scenarios and test cases, modernization plans, recommendations, Generated Code, Final Outputs and other software engineering artifacts.

"Partner Services" means third-party services, software, models, platforms, APIs, connectors and infrastructure used with the Product or made available through it.

"Product" means the single AI Cockpit Smart Engineering - Code Intelligence and Modernization offering made available on the AWS Marketplace, including the Smart Engineering and Reasoning functional components, the AI Gateway, the OIDC integration, the entitlement and metering mechanisms and the other software artifacts identified in the Product Listing and in the Documentation.

"Product Listing" means the description, technical information, instructions for use, support, pricing and other content of the AI Cockpit Smart Engineering - Code Intelligence and Modernization offering published on the AWS Marketplace.

"Subscription" means the active authorization to use the Product through the AWS Marketplace on a pay-as-you-go basis, with charges based on usage actually metered while the subscription remains active.

"System Data" means technical data relating to the deployment, configuration, version, entitlement, performance, availability, vulnerabilities, errors and use of the Product, excluding Customer Data, except to the extent expressly indicated in the Product Listing or enabled by the Customer.

"Third-Party Materials" means software, code, models, data, content or other materials subject to third-party rights or licenses, including open source components.

2. License Grant and Authorized Use

2.1 License grant. Subject to payment of the applicable fees and to compliance with the Agreement, Compass UOL grants the Customer, during the term of the Subscription, a limited, non-exclusive, worldwide and non-transferable license to deploy, install, operate and use the Product in the Customer Environment and to allow Authorized Users to access and use the Product.

2.2 Permitted enterprise use. The Customer may use the Product in its internal operations, in the operations of its affiliates and in connection with its own products, services and customer engagements. The Product may be integrated with the Customer's development tools, repositories, pipelines, systems and software.

2.3 Affiliates and contractors. The Customer may allow its affiliates and its contractors to use the Product solely on its behalf and within the limits of the Subscription purchased. The Customer remains responsible for the acts and omissions of such users as if they were the Customer's own acts and omissions.

2.4 Copies and environments. The Customer may make such number of copies as is reasonably necessary for installation, backup, disaster recovery, high availability, testing and non-production environments, subject to the technical, deployment, security and use limits described in the Product Listing and in the Documentation.

2.5 Restrictions. The Customer shall not:

- sell, rent, lease, sublicense, distribute or make the Product available as a stand-alone product or public service to an unrelated third party;
- reverse engineer, decompile or disassemble the Product;
- remove or alter any copyright, trademark, attribution, license, security or proprietary notices included in the Product or in the Documentation;
- circumvent, disable or interfere with entitlement, metering, license, authentication, protection, security or usage control mechanisms;
- use the Product to develop or train a substantially competing product by extracting its protected implementation, prompts, workflows, architecture or proprietary methods; or
- copy or modify the Product, except as necessary for permitted deployment and use or where expressly authorized in the Documentation.

2.6 No implied rights. Compass UOL and its licensors retain all rights not expressly granted by these Terms.

3. Deployment in the Customer's AWS Environment

3.1 Customer responsibilities. The Customer is responsible for provisioning, configuring, securing, operating and maintaining the Customer Environment, including AWS accounts, cluster, OIDC and identity provider, IAM roles and policies, networks, encryption keys, repositories, secrets, storage, backups, recovery, logs, quotas, the Customer's Amazon Bedrock, enabled models, Partner Services and operating systems that are not supplied and managed by Compass UOL.

3.2 Deployment requirements. The Customer shall follow the Documentation and maintain the minimum technical requirements, supported versions and mandatory dependencies identified in the Product Listing or in the Documentation applicable to the installed version.

3.3 OIDC authentication. Authorized Users' access to the Product will be performed through an OIDC-compatible identity provider configured and administered by the Customer. The Customer is responsible for the clients, endpoints, identifiers, secrets, certificates, claims, groups, profiles, availability and security of the identity provider. Failures or misconfigurations of the Customer's provider will not be considered unavailability or a defect of the Product.

3.4 Profiles and authorizations. The Product may use claims, groups, roles or other attributes provided by the OIDC provider to determine access levels and available features. The Customer shall define, review and revoke the authorizations of its Authorized Users. Successful authentication does not imply unrestricted authorization for all features.

3.5 AI Gateway and the Customer's Amazon Bedrock. The AI Gateway will be installed in the Customer Environment and will route requests to the Amazon Bedrock models enabled in the Customer's own AWS account. The AI Gateway may perform model selection and routing, application of system prompts and orchestration rules, access control, consumption limits, metrics logging, error handling and support for generation, curation and finalization workflows. The AI Gateway does not constitute a service hosted by Compass UOL.

3.6 AWS credentials and permissions. The Customer controls the credentials and permissions granted to the Product, to the AI Gateway and to the Customer's Amazon Bedrock. The Customer shall use AWS-supported mechanisms, preferably IAM roles and temporary credentials, and apply the principle of least privilege. All administration and control of the regular operation of the Product will be performed by the Customer.

3.7 Modifications made by the Customer. Compass UOL is not responsible for defects, security issues or failures caused by third parties, by modifications not supplied or approved by Compass UOL, by unsupported configurations, by OIDC failure, by unavailability or misconfiguration of the Customer's Amazon Bedrock, by failure to perform a mandatory new installation or redeployment of a replacement version, or by use contrary to the applicable Documentation.

3.8 External communications of the Product. The Product may communicate from the Customer Environment only with: (a) the AWS Marketplace services necessary for entitlement verification and for the submission of metering data; (b) the Customer's Amazon Bedrock; and (c) other AWS services or Partner Services expressly

selected and configured by the Customer. The Product Listing or the Documentation will identify destinations, purposes, network requirements and the minimum categories of data transmitted. In normal operation, Compass UOL does not receive the Customer's source code, Inputs, Generated Code or Outputs.

3.9 Operational responsibility. Compass UOL neither administers nor controls the Customer Environment, the OIDC provider, the Customer's Amazon Bedrock or the selected models and is therefore not responsible for their availability, capacity, performance, continuity, quotas or pricing. Compass UOL's obligations are limited to the conformity of the software package delivered, to the Documentation and to the support expressly described in the Product Listing or in the Private Offer.

4. Subscription, Usage Metering, Pricing and Taxes

4.1 Pay-as-you-go model. The Product is made available solely on a pay-as-you-go basis. There is no consumption allowance, pre-purchased capacity, unit balance or minimum usage commitment. The Private Offer may set a unit price, discounts or other specific commercial conditions, without changing the nature of the charge based on usage actually metered.

4.2 Entitlement and metering. The Product may verify whether the Subscription is active through the AWS Marketplace entitlement services and will report to the AWS Marketplace the usage actually made in accordance with the dimensions and units described in the Product Listing or in the Private Offer. The Customer authorizes the transmission of the minimum information reasonably necessary for Subscription verification, billing and metering.

4.3 Metered usage and charging. All valid usage processed by the Product may be metered and charged in accordance with the unit, dimension and price applicable at the time of consumption. The Customer will be responsible for payment of the usage actually metered and reported to the AWS Marketplace. Continued use does not depend on a prepaid balance or on the purchase of additional capacity, provided that the Subscription remains active and that use is not blocked for technical, legal, security or metering-integrity reasons.

4.4 Cancellation and price changes. The Subscription will remain active until cancelled by the Customer or suspended or terminated in accordance with the Agreement and the AWS Marketplace rules. Changes to the public price will apply prospectively to usage made after the effective date of the change. Where there is a Private Offer, the applicable unit price and commercial conditions will be those set out in the offer while it remains in force, subject to the adjustments required as a result of the creation, elimination or change of taxes, rates, tax bases or legal obligations that demonstrably affect the cost of the offering, observing the AWS Marketplace rules.

4.5 AWS and third-party costs. The Product fees do not include costs of AWS infrastructure, the Customer's Amazon Bedrock, tokens, model inference, storage, data transfer, Partner Services or other third-party costs, except where expressly stated in the Product Listing or in the Private Offer. Such costs will be charged directly by AWS or by the applicable provider to the Customer's account.

4.6 Taxes, payment and refunds. Invoicing, payment and refund requests will be administered through the AWS Marketplace, in accordance with the Product Listing, the published refund policy, the applicable Private Offer and applicable law. Each party will be responsible for the taxes and ancillary obligations legally attributed to it. Use of the AWS Marketplace as an invoicing and collection platform does not transfer to AWS the tax obligations that are Compass UOL's own, except where AWS expressly assumes a given obligation under the terms applicable to the transaction. Except in the case of a billing error, duplication or delivery failure confirmed by Compass UOL, usage already metered, processed and consumed will not be refundable.

5. Support, Maintenance, New Versions and Security Fixes

5.1 Support Services. Compass UOL will provide the support services, channels, response targets, coverage hours and exclusions described in the Product Listing or in the applicable support policy. Support may cover guidance on deployment, Product configuration, OIDC integration, AI Gateway, entitlement, metering and investigation of software defects, but does not include (a) operation of and support for the solutions created directly in the Product by the Customer as a result of its own prerogative, or (b) administration of the AWS account, the identity provider, the Customer's Amazon Bedrock, the models, the network or the cluster, unless expressly contracted under a Private Offer or a services agreement.

5.2 New versions and fixes. Compass UOL may make available replacement packages containing patches, error corrections, vulnerability remediation, upgrades, improvements or new versions, including by reason of a material security risk, a legal requirement or a compatibility issue, whenever applicable. None of these items will

be applied automatically as an in-place update to the installed Product. In order to adopt them, the Customer shall carry out a new installation or a new deployment of the applicable Product package.

5.3 Protection against malicious code. Compass UOL will use commercially reasonable practices aligned with industry standards, designed to detect malicious code and material security vulnerabilities before making Product versions available to customers.

5.4 Version support. Compass UOL may discontinue support for an installed version after providing reasonable notice and, where available, identifying a replacement package and a new installation or redeployment path, subject to any lifecycle commitments set out in the Product Listing or in the Private Offer.

5.5 No operation hosted by Compass UOL. The Subscription does not include operation, hosting, continuous monitoring or administration of the Product runtime by Compass UOL. Any managed service, operations consulting or deployment assistance must be contracted separately under a Private Offer or a services agreement.

6. Artificial Intelligence Features and Generated Outputs

6.1 Functional roles of the components. Smart Engineering may analyze systems, document applications, structure scopes and backlogs and generate artifacts and Generated Code for modernization. Reasoning may be used for the curation, critique, refinement and finalization of those Outputs, to execute modernization steps by generating or transforming code and, independently, in other software product development initiatives. The components may use machine learning models, large language models, deterministic tools, information retrieval systems, rules, agents and Partner Services enabled by the Customer.

6.2 Mandatory human review. Outputs may be inaccurate, incomplete, insecure, biased, non-exclusive or unsuitable for the intended use. The Customer shall carry out appropriate human review, functional and security testing, license analysis, legal review and validation before using or deploying an Output, in particular Generated Code in production environments.

6.3 Rights to use the Outputs. Subject to applicable law, to third-party rights and to applicable open source licenses, the Customer may use, reproduce, store, modify, adapt, translate, integrate, execute, compile, distribute, sublicense as part of its products or services and commercially exploit the Outputs and Final Outputs produced through authorized use of the Product.

6.4 Rights in Inputs and Outputs. As between Compass UOL and the Customer, the Customer retains all rights, title and interest it may hold in the Inputs and Outputs. Compass UOL does not claim ownership of the specific elements of the Outputs derived from the Customer's Inputs. Should Compass UOL acquire, by operation of applicable law, any intellectual property right in such specific elements, Compass UOL assigns that right to the Customer, with no consideration in addition to the fees due for use of the Product.

6.5 Generated Code. The rights set out in this Section include the right to review, modify, correct, supplement, compile, execute, test, deploy, operate, integrate and distribute the Generated Code; to use it in migration, modernization, maintenance and development processes; to incorporate it into systems, applications, products and services of the Customer or of its affiliates; and to allow its use by employees, affiliates, service providers and suppliers acting for the Customer's benefit.

6.6 Curation and Final Output. The use of Reasoning or of Authorized Users to review, transform, supplement or finalize an Output does not transfer to Compass UOL any right in the Input, the Generated Code or the Final Output and does not alter the rights granted to the Customer under this Section.

6.7 Compass UOL Technology. "Compass UOL Technology" includes the Product, its components, agents, prompts, system instructions, workflows, templates, methods, algorithms, software, connectors, interfaces, AI Gateway, entitlement and metering mechanisms, Documentation, know-how, improvements and other pre-existing or generally applicable technologies used to provide the Product. Compass UOL Technology is not transferred to the Customer by reason of being used to generate, review or finalize an Output.

6.8 Embedded elements. Should a pre-existing element of Compass UOL Technology be inseparably embedded in an Output, Compass UOL grants the Customer a non-exclusive, worldwide license, with no additional royalties and valid for as long as the Customer may use the relevant Output, solely to use that element as an integral part of the Output. This license does not authorize the extraction, reuse, sublicensing or separate commercialization of Compass UOL Technology.

6.9 Third-Party Materials and open source. Outputs and Generated Code may include or depend on Third-Party Materials or open source components. The rights granted to the Customer neither replace nor restrict the

applicable licenses. The Customer shall review notices, provenance information and licenses before distribution or commercial exploitation.

6.10 Non-exclusivity. Outputs may not be exclusive or unique. Owing to the nature of the models, software patterns, technologies used and the similarity between requests, identical or similar results may be produced for other users. That possibility does not authorize Compass UOL to disclose or reuse Customer Data or the Customer's Confidential Information.

6.11 No advice or certification. Outputs do not replace legal, financial, accounting, medical, security, architectural or other specialized advice. The use of Reasoning for curation or finalization does not constitute certification, independent audit, security approval or a warranty of the absence of errors, vulnerabilities or infringements.

6.12 No mandatory attribution. Except where required by an applicable third-party or open source license, the Customer is not required to attribute its Outputs to Compass UOL or to the Product.

7. Customer Data, Telemetry and Privacy

7.1 Ownership. The Customer retains all right, title and interest in the Customer Data. No ownership right in the Customer Data is transferred to Compass UOL.

7.2 Processing in the Customer Environment. In regular operation, Inputs, prompts, source code, documents, Generated Code and Outputs are processed among the Product components, the AI Gateway and the Customer's Amazon Bedrock within the AWS environment controlled by the Customer. Compass UOL does not receive such content by reason of the mere use of the Product. Flows to AWS and to other Partner Services are governed by the Customer's agreements and configurations with those providers.

7.3 Access for support. Compass UOL will access Customer Data only where the Customer provides it or expressly authorizes temporary access in order to handle a Product support request. Such access will be limited to the data, purpose and period necessary, subject to the applicable confidentiality, security and deletion obligations. Regular use of the Product does not grant Compass UOL administrative access to the Customer Environment.

7.4 No use for training. Compass UOL will not use Customer Data, Inputs, Generated Code or Outputs to train, retrain or improve any model of general use or made available to other customers, absent the Customer's express, separate and written authorization. This restriction does not prevent the use of Feedback or non-identifiable System Data as permitted below.

7.5 System Data. Compass UOL may collect and use System Data in order to verify entitlement, meter usage, provide support, maintain security, diagnose failures, improve Product reliability and plan capacity. Metering shall not transmit source code or the full content of Inputs or Outputs, unless this is technically indispensable, expressly disclosed in the Product Listing and authorized by the Customer.

7.6 Logs and observability. The Product may log the date and time of executions, the model selected, duration, status, consumption, error codes and technical identifiers. The full storage of prompts, Inputs, Generated Code or model responses in logs will occur only where configured or enabled by the Customer. The Documentation shall state the logs generated, the storage location and the retention and content-restriction options.

7.7 Feedback. The Customer may voluntarily provide suggestions and feedback that do not contain Customer Data or the Customer's Confidential Information. Compass UOL may use such feedback without restriction and without identifying the Customer as its source.

7.8 Personal data. Each party shall comply with applicable data protection laws, including the Brazilian General Data Protection Law (LGPD), to the extent applicable. Should Compass UOL process personal data on the Customer's behalf, the parties will put in place an appropriate data processing agreement.

7.9 Support data. Before sending logs, repositories, files or screenshots to support, the Customer shall remove secrets and unnecessary data. Compass UOL will treat support materials as the Customer's Confidential Information.

8. Information Security and Shared Responsibility

8.1 Compass UOL safeguards. Compass UOL will maintain reasonable administrative, technical and organizational safeguards to protect the Product source code, images, charts, templates, release artifacts and

any Customer Data temporarily provided to it for support against unauthorized access, use, alteration or disclosure.

8.2 Customer safeguards. The Customer is responsible for the security of the Customer Environment, including, but not limited to, identity management, access controls, network architecture, encryption settings, secrets, credentials, data classification, backups, monitoring and incident response.

8.3 Incidents under Compass UOL's responsibility. Compass UOL will notify the Customer without undue delay but within a reasonable period (taking into account its internal investigation process) after confirming material unauthorized access to, or disclosure of, Customer Data that has been provided to Compass UOL for support or another expressly authorized purpose. Incidents confined to the Customer Environment are the Customer's sole responsibility, unless demonstrably caused solely by a vulnerability of the Product.

8.4 Vulnerability reporting. The Customer shall promptly report suspected Product vulnerabilities through the security contact indicated in the Product Listing and shall not publicly disclose a vulnerability before affording Compass UOL a reasonable opportunity to investigate and remediate it, except where disclosure is required by law.

9. Acceptable Use and High-Risk Activities

9.1 Lawful use. The Customer shall not use the Product or the Outputs for fraudulent, unlawful, infringing or malicious activities, including, without limitation, unauthorized access, malware, harassment, exploitation of minors, hateful content, deceptive impersonation, unlawful surveillance or circumvention of security controls.

9.2 High-risk use. The Product has not been developed as a fail-safe control for nuclear facilities, aircraft navigation, air traffic control, weapons systems, life support systems or other environments in which a failure could reasonably result in death, serious injury or severe physical or environmental damage. The Customer shall not use the Product as the sole decision or control mechanism for such activities.

9.3 Regulated decisions. The Customer shall not use Outputs as the sole basis for automated decisions producing legal effects or similarly significant effects on individuals, including employment, credit, insurance, healthcare, law enforcement or judicial decisions, without the legally required safeguards, human oversight and validation.

9.4 Restriction on model development. The Customer shall not use the Product to extract protected model weights, system prompts, proprietary datasets or Compass UOL Technology, nor to create a substantially competing product through unauthorized replication of the Product.

9.5 User awareness. The Customer shall ensure that Authorized Users are informed of and comply with the restrictions applicable to use of the Product.

10. Third-Party Services and Open Source Software

10.1 The Customer's Amazon Bedrock. The Smart Engineering and Reasoning components use the AI Gateway installed in the Customer Environment to route requests to the Amazon Bedrock models enabled in the Customer's own AWS account. Compass UOL does not provide, host or operate Amazon Bedrock or the models used by the Customer.

10.2 Responsibilities relating to Amazon Bedrock. The Customer is responsible for enabling Amazon Bedrock, selecting and authorizing models, configuring regions, endpoints, quotas, limits, IAM policies and data controls, assessing the suitability of the models, monitoring consumption and paying AWS directly for inference costs and other related services.

10.3 Separate relationship with AWS and model providers. Amazon Bedrock and the models are provided under the Customer's agreements with AWS and, where applicable, with the respective providers. Compass UOL does not control the availability, modification, discontinuation, accuracy, security, pricing, terms or processing performed by the model under the Customer's account.

10.4 Gateway and models. Compass UOL will be responsible for defects demonstrably attributable to the AI Gateway or to the integration supplied by Compass UOL, subject to the other limitations of the Agreement. Unavailability, modification, limitation or behavior directly attributable to Amazon Bedrock, to the selected model, or to the Customer's quotas, permissions or configurations will not be considered a defect of the Product and will not be considered Compass UOL's responsibility.

10.5 Other Partner Services. The Product may interoperate with repositories, work management systems, tools, knowledge sources and other Partner Services selected by the Customer. Only the terms of the services actually enabled or used will apply.

10.6 Open source software. The Product may include open source components. The applicable notices and licenses will be included in, or referenced by, the Documentation. To the extent an open source license conflicts with these Terms in relation to a specific component, that license will govern that component exclusively.

11. Intellectual Property

11.1 Ownership of the Product. Compass UOL and its licensors retain all right, title and interest in the Product, the Compass UOL Technology, the Documentation, trademarks, improvements, updates and works derived from the foregoing, excluding Customer Data and the Customer-owned modifications expressly developed outside the Product.

11.2 Customer materials. The Customer represents that it holds the rights and permissions necessary to use the Product and to develop the Outputs, as provided in these Terms.

11.3 No transfer by integration. The integration of the Product with the Customer's software does not transfer to the other party the ownership of either party's pre-existing technology.

11.4 Third-party claims. Should the Customer reasonably believe that the unmodified Product infringes third-party intellectual property rights, it shall promptly notify Compass UOL and cease the allegedly infringing use, if reasonably requested, while the parties assess an appropriate solution.

11.5 Remedies for infringement by the Product. Subject to the limitations of the Agreement, Compass UOL may obtain the right to continue use, modify or replace the affected component of the Product, or terminate the affected Subscription and provide any refund required by the applicable Marketplace agreement or by the Private Offer.

12. Confidentiality

12.1 Confidential Information. Each party may receive non-public technical, commercial, security, financial or business information of the other party that is identified as confidential or that should reasonably be understood to be confidential. Customer Data constitutes the Customer's Confidential Information, and the Product source code, non-public architecture and Compass UOL Technology constitute Compass UOL's Confidential Information.

12.2 Obligations. The receiving party shall use the Confidential Information solely to perform or exercise rights under the Agreement, protect it with at least reasonable care and disclose it only to personnel, affiliates, professional advisors and subcontractors who need to know it and who are subject to adequate confidentiality obligations.

12.3 Exclusions. Confidential Information does not include information that the receiving party can evidence was lawfully known without restriction, was independently developed without use of the other party's information, was lawfully received from a third party with no confidentiality obligation or became public without breach of the Agreement.

12.4 Compelled disclosure. A party may disclose Confidential Information where required by law, subpoena or court order, provided that it gives prior notice where legally permitted and reasonably assists the other party in obtaining protective treatment.

12.5 Duration. The confidentiality obligations will remain in force for five years after termination, except in relation to trade secrets, which will remain protected for as long as they qualify as trade secrets under applicable law.

13. Warranties and Warranty Disclaimers

13.1 Authority and compliance. Each party represents that it has authority to enter into the Agreement and to comply with the laws applicable to its activities.

13.2 Product warranty. For thirty days after purchase, or for any longer period expressly stated in the Product Listing, Compass UOL warrants that the unmodified Product will materially conform to the Documentation when deployed in a supported Customer Environment.

13.3 Remedy. Should Compass UOL confirm a breach of the warranty set out in Section 13.2, it will use commercially reasonable efforts to correct or replace the affected Product. Should Compass UOL be unable to do so within a reasonable cure period, the Customer may terminate the affected Subscription and request any pro-rata refund available under the applicable Marketplace agreement or the Private Offer.

13.4 Exclusions. The warranty does not apply to issues caused by unsupported use, modifications made by the Customer, failure to comply with the applicable Documentation, failure or misconfiguration of OIDC, of the identity provider, of the Customer's Amazon Bedrock or of the models, failure to perform a mandatory new installation or redeployment, the Customer Environment, Partner Services, Customer Data or use in breach of the Agreement.

13.5 AI disclaimer. Compass UOL does not warrant that the Outputs are accurate, complete, exclusive, secure, non-infringing or fit for a particular purpose. The Customer is responsible for reviewing and validating the Outputs before use.

13.6 General disclaimer. Except for the express warranties set out in the Agreement and to the maximum extent permitted by law, the Product, the Documentation, the Outputs and support are provided "as is" and "as available". Compass UOL disclaims implied warranties, including merchantability, fitness for a particular purpose and non-infringement, and does not warrant uninterrupted or error-free operation.

14. Limitation of Liability

14.1 Excluded damages. To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, exemplary, punitive or consequential damages, nor for loss of profits, revenue, reputation, business opportunity or anticipated savings arising out of the Agreement, even if advised of that possibility.

14.2 General cap. Except for the exclusions set out in Section 14.3, each party's aggregate liability arising out of or relating to the Agreement will not exceed the fees paid or payable for the affected Product during the twelve months preceding the event giving rise to the liability.

14.3 Exclusions from the cap. The limitations set out in Sections 14.1 and 14.2 do not apply to liability that cannot be limited by law, fraud, willful misconduct, gross negligence, breach of confidentiality, infringement or misappropriation of the other party's intellectual property rights, or a party's express indemnification obligations, to the extent applicable under a signed agreement.

14.4 Risk allocation. The limitations in this Section reflect the allocation of risk between the parties and apply regardless of the legal theory asserted and even if a limited remedy fails of its essential purpose.

15. Suspension, Term and Termination

15.1 Term. These Terms apply for the duration of each Subscription, unless terminated early in accordance with the Agreement.

15.2 Material breach. Either party may terminate the affected Subscription should the other party materially breach the Agreement and fail to cure the breach within thirty days of receipt of written notice, except where a shorter period is reasonably necessary to address an urgent security, legal or infringement risk.

15.3 Entitlement and interruption of use. Compass UOL has no access to the Customer Environment and will not remotely add, alter or delete any of the Customer's resources. The Product may validate the AWS Marketplace entitlement and restrict new processing where the Subscription expires, is cancelled or is suspended by AWS, or where material circumvention of license controls or metering fraud is detected. Wherever reasonably possible, the Customer will be informed through the channels provided in the Agreement.

15.4 Effects of expiration. Upon expiration or termination, the license to use the affected Product will end. The Customer shall cease use and delete Product images, keys and copies supplied by Compass UOL, except for archival copies required by law. Customer Data stored solely in the Customer Environment will remain under the Customer's control.

15.5 Survival of rights in Outputs. Expiration or termination does not revoke the Customer's rights in Outputs generated during a valid Subscription, subject to the continuing obligations arising from third-party and open source licenses.

15.6 Survival. The provisions relating to ownership, Outputs, confidentiality, liability, payment obligations already incurred, effects of termination and general legal terms will remain in force to the extent reasonably necessary to give them effect.

16. Usage Verification and Metering Integrity

16.1 Automated verification. Compass UOL may use entitlement, license and metering mechanisms to confirm that the Subscription remains active and that use of the Product is being metered and reported correctly. Those mechanisms will be designed to collect only the information reasonably necessary for licensing, billing, security and support.

16.2 Metering integrity. The Customer may not disable, circumvent, tamper with, block or interfere with the entitlement or metering mechanisms, nor use the Product in a manner intended to avoid, artificially reduce or omit the reporting of usage actually made.

16.3 Metering failures or discrepancies. Should either party identify a failure, interruption or material discrepancy in metering, the parties will cooperate in good faith to validate the available technical records, correct the issue and, where applicable, request that AWS adjust the charges in accordance with the usage actually made.

16.4 Exceptional verification. Where there are reasonable grounds to suspect a material breach of the license, manipulation of metering or unreported usage, Compass UOL may request technical information or a written certification limited to the period and to the issue identified. Any additional audit will be subject to reasonable prior notice, will take place during business hours and will be conducted so as to minimize operational impact and to protect the Customer's Confidential Information.

17. General Provisions

17.1 Independent parties. The parties are independent contractors. The Agreement does not create any partnership, employment relationship, franchise, agency, joint venture or fiduciary relationship.

17.2 Subcontractors. Compass UOL may use affiliates and subcontractors to perform its obligations, remaining responsible for their performance to the same extent as it would be responsible if the performance were carried out by Compass UOL itself.

17.3 Assignment. Neither party may assign the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, except to an affiliate or in connection with a merger, reorganization or sale of all or a substantial part of the relevant assets, provided that the assignee assumes the assigning party's obligations.

17.4 Export and sanctions. Each party shall comply with applicable export control, customs and sanctions laws. The Customer shall not deploy or use the Product in a prohibited jurisdiction, for a prohibited party or for a prohibited end use, under its full responsibility.

17.5 Force majeure. Neither party will be liable for delay caused by events beyond its reasonable control, except for payment obligations. The affected party shall use reasonable efforts to mitigate the effect and resume performance.

17.6 Publicity. Neither party may use the other party's name, logo or trademarks in external advertising without prior written consent, except for factual identification required by the AWS Marketplace Listing or as otherwise agreed.

17.7 Changes. Changes to these Terms will not apply retroactively to usage or charges occurring before their effective date. Updated terms may apply prospectively to continued use of the Product after reasonable notice through the Product Listing or through another channel permitted by the AWS Marketplace. Should the Customer disagree with the change, it may cancel the Subscription before the effective date of the new terms.

17.8 Severability and waiver. Should a provision be unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain in force. Failure to enforce a provision does not constitute a waiver.

17.9 Entire agreement. The Agreement, including the applicable Product Listing, the Private Offer and the signed amendments, constitutes the entire agreement relating to the Product and supersedes prior or contemporaneous terms on the same subject matter.

17.10 Governing law and venue. Unless otherwise provided in an amendment signed by authorized representatives of the parties, the Agreement will be governed by the laws of Brazil, and the parties submit to the exclusive jurisdiction of the courts of the Judicial District of São Paulo, State of São Paulo, Brazil.

18. Notices and Acceptance

18.1 Notices. Legal notices shall be given in writing and sent to the notice address identified in the Product Listing, in the Private Offer or in the seller information on the AWS Marketplace. Operational and support communications shall be sent to services@aicochpit.ai or through the channels identified in the Documentation.

18.2 Compass UOL contact. Unless otherwise indicated in the Product Listing or in the Private Offer, legal notices to Compass UOL may be sent to services@aicochpit.ai, and support requests to support@aicochpit.ai.

18.3 Acceptance. By purchasing the Subscription through the AWS Marketplace, accepting a Private Offer that incorporates these Terms or entering into an amendment that incorporates these Terms, the Customer acknowledges that it has read, understood and agreed to the Agreement.