

AI Cockpit Terms and Conditions of Use

AI COCKPIT

TERMS AND CONDITIONS OF USE OF THE APPLICATION

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Welcome to AI Cockpit!

These Terms and Conditions of Use of the AI Cockpit Application and related technologies constitute an Agreement between your Company ("Company"), qualified in the Private Offer of the marketplace platform ("Private Offer") and Compass.uol Tecnologia Ltda. ("Compass UOL"), enrolled under CNPJ/ME No. 07.654.824/0001-24, headquartered at Rua Coronel Chicuta, 575 - 4º andar, Passo Fundo/RS, Brazil, Zip code 99010-051 (the "Agreement").

Please read this Agreement carefully, which establishes the guidelines for access and use of the AI Cockpit application, comprising websites, hotspots, tools and other related media (jointly referred to as "AI Cockpit" or "AI Cockpit Services"), under the administration of Compass UOL and shall regulate the relationship between your Organization and Compass.UOL after contracting, which will be done via Private Offer through the marketplace provider.

1. Purpose

1.1 AI Cockpit's main purpose is to offer an advanced platform for accelerating the development of digital products, software and applications, with efficient management of the workflows involved. Using artificial intelligence technologies and specialized tertiary application engines, AI Cockpit aims to develop efficient solutions, saving resources and reducing development time. By integrating artificial intelligence, third-party tools and intellectual property processes developed by Compass UOL, we aim to provide a comprehensive and customizable solution, aiding decision-making and promoting savings and efficiency for the Company.

1.1.1 AI Cockpit uses third-party artificial intelligence services, tools, platforms, algorithms, and models ("Partner Services") to generate outputs, models, materials, and other responses presented to the Organization (collectively, "Results") based on queries or inputs entered by the Organization into AI Cockpit (referred to herein as "Inputs"). The Company agrees and accepts that Compass UOL shall not be liable or responsible for any failure or error in the Partner Services.

1.2 The AI Cockpit can be used for various functions in the development cycle of digital products, software and applications. In short, without limiting itself, the AI Cockpit allows to:

- (i) conduct requirements gathering, obtaining quick and intelligent insights through AI to design initiatives, epics and user stories in less time;
- (ii) assisting in the architecture and design of digital products, software and applications by generating components, creating brand personas, generating subtasks and documenting legacies;
- (iii) develop software, migrate and modernize systems efficiently, providing a better experience for the developer, with an understanding of legacy code, development, generation, revision and documentation of code;
- (iv) generating test cases, establishing acceptance and exception criteria in the Gherkin format, with valuable insights for identifying risks and solving problems, as well as speeding up test automation development; and
- (v) automating deployment, root cause analysis and obtaining metrics and insights to identify possible improvements and upgrades with CI/CD pipeline development.

1.2.1 The Organization represents and ensures that it shall only use the AI Cockpit for the purposes expressly provided for and permitted by Compass UOL, as described in this Agreement or other documents referenced therein. Use for other purposes not provided for is strictly prohibited and may result in suspension or termination of access to AI Cockpit without prejudice to the other sanctions provided for by law or in this Agreement.

2. Access to the AI Cockpit

2.1 The AI Cockpit shall be made available after contracting by the marketplace provider.

2.1.1 After contracting, access shall be granted to the Company for an administrator account, which shall be used to manage settings, users, permissions and resources unavailable to ordinary accounts.

2.1.2 The account shall consist of a login and password chosen by the Company at any time, and the Company shall be solely and exclusively responsible for its secrecy and non-sharing

2.1.3 The Account, login and password are private and non-transferable and may not be the object of any commercialization, license or assignment, with the Company assuming full and exclusive responsibility for the Account, without any solidarity on the part of Compass.UOL.

2.2 The prices set out in the Private Offer may be reviewed and readjusted at any time due to the need to update technology or adapt products and services. The prices and ways of calculating consumption may also be revised at any time to restore the initial economic and financial balance in the event of an increase in the cost of the products needed to provide the services or in the event that other taxes, fees, tariffs, charges, contributions (including fiscal, parafiscal, social security or labor contributions) are subsequently demanded, or if the rates of current taxes and contributions are modified, or if they are increased or reduced in any way.

2.2.1 The provision of the Services may be suspended if the Company's non-payment continues for 30 (thirty) days from the due date of the unpaid amount, in which case it shall not be resumed unless all amounts due are paid in full, without prejudice to Compass.Uol's right to terminate the Agreement.

2.3. The prices for the provision of the Services are those described in the Private Offer, including any applicable taxes. In the event of any change in tax legislation, the parties shall adjust their obligations to ensure proper compliance with the new legal provisions.

3. Usage monitoring and Audits

3.1 Your Company hereby agrees and accepts that Compass UOL may, but shall not be obliged to, monitor your consumption and use of the AI Cockpit and conduct checks to ascertain compliance of use with the provisions of the contracting. If anomalies or misuse are identified, Compass UOL may take the necessary measures to correct such situations, including suspending the service as provided for in the cancellation and suspension clauses.

3.1.1 If Compass.Uol identifies excessive usage, it may charge for it, as established in the Private Offer.

4. Cancellation and Suspension

4.1 The rules for terminating the contract will be set out in the Private Offer sent to the client.

4.2 Without prejudice to the aforementioned, this Agreement may be terminated by either party immediately, with just cause, in the following cases:

- (i) if the other party breaches any of the terms or conditions set out herein and fails to remedy such breach within 30 (thirty) days of receipt of written notice from the aggrieved party;
- (ii) if there is a decree of bankruptcy, liquidation or judicial or extrajudicial reorganization of the other party; or
- (iii) force majeure or unforeseeable circumstances, as defined in the Civil Code.

4.3 In the event of a suspected breach of any term or condition of this Agreement, Compass UOL, at its sole discretion, may immediately suspend access to AI Cockpit, regardless of any prior notification. The suspension may be total or partial and shall remain valid while the investigation is ongoing and may be converted into account cancellation if any violation in the use of AI Cockpit is confirmed. No indemnity or compensation shall be due during the period the suspension remains in force.

5. AI Cockpit Service Availability and Warranty

5.1 Compass UOL shall take reasonable steps to keep the AI Cockpit Services operational. Compass UOL does not ensure the availability and continued operation of the AI Cockpit Services, third-party connectors and Partner Services in the event of infrastructure problems.

5.1.1 The Company agrees and accepts that third-party connectors and Partner Services coupled to AI Cockpit may be temporarily unavailable, offered for a limited time or have limited and varied functionalities depending on the country.

5.1.2 Compass UOL shall not be liable for any loss of information or content due to the unavailability of AI Cockpit Services or third-party connectors and Partner Services.

5.2 AI Cockpit services are provided "as is" and "as available" without warranties of any kind.

5.2.1 AI Cockpit Services integrate Compass UOL's intellectual property with artificial intelligence services, algorithms and models from Partners to generate answers, suggestions, materials and results. For the Results generated by the AI Cockpit to achieve the desired effectiveness and accuracy, Compass UOL recommends that the Company provides clear and precise guidelines. Compass UOL emphasizes that the Results are based on the Inputs and Content that the Company provides, as well as the Partner Services, and therefore Compass UOL has no influence or control over the Results presented. If the Input does not meet the necessary requirements, which may vary depending on each Partner Service, this may result in inconclusive or inadequate data for the intended purpose, and Compass UOL shall not be held liable in the event of this occurring. Even if the Input data is complete and correct, the Result may be inadequate for various reasons and factors beyond Compass UOL's control.

Therefore, the Company should always check and validate the Results and their suitability for the intended purpose.

5.3 Compass UOL shall take reasonable steps to ensure that the AI Cockpit is provided free of any viruses, malware or similar malicious code. However, should one of these occurrences be observed, the Company shall promptly notify Compass UOL for evaluation. The Company agrees that this shall be its only available measure in the event of identifying a virus, malware or similar malicious code.

5.4 AI Cockpit services shall be available 24 (twenty-four) hours a day, 7 (seven) days a week, and may be interrupted or suspended due to (a) mechanical failures, maintenance of a technical/operational nature (emergency, scheduled or otherwise), hardware and software upgrades; (b) acts of God or force majeure; (c) actions by third parties that prevent the use of resources; (d) lack of electricity supply for long periods (blackout); (e) interruption or suspension of the services of telecommunications service providers. In the aforementioned cases, Compass UOL shall use its best efforts to, whenever possible, inform the Company of the possibility or occurrence of interruptions or failures, and Compass UOL cannot be held liable in any way for such interference.

5.6 The functionalities and support are described in the product's offer page in the marketplace.

6. Contents

6.1 The Company shall be responsible for the Content it inputs or presents to the AI Cockpit, including the Inputs for generating Results. The Company represents and warrants that it has all necessary rights to the Content it submits to AI Cockpit. The Company hereby releases Compass UOL from royalty charges related to submissions, information, Content and Inputs entered into the AI Cockpit and expressly authorizes Compass UOL to use, publish, distribute and reproduce such submissions. The Company also authorizes using the information submitted to provide services related to the AI Cockpit.

6.2 All information the Client sends to AI Cockpit shall be used exclusively to meet the Client's needs. Compass UOL undertakes not to use such data, under any circumstances, for training, improvement or development of the AI Cockpit or its models. The metadata generated during the use of the platform can be used to improve the platform.

7. Company Obligations

7.1. By using AI Cockpit, the Company agrees, accepts and declares that:

- (i) It shall not use AI Cockpit Services and third-party connectors, or Partner Services to develop machine learning models or related technologies;
- (ii) It shall not generate and distribute content containing disinformation, misrepresentation or misleading information, including, but not limited to, misrepresentation of origin by stating that the Company created a piece of content or that it is an original work. The Company shall attribute to AI Cockpit all work developed using the tool;
- (iii) The Company may not remove, obscure or change any of the logos, trademarks or legal notices that shall be provided in conjunction with the Results presented by AI Cockpit;
- (iv) The Company may not use the AI Cockpit to create content that may inflict harm on persons or society or induce an unacceptable state of anxiety or fear;
- (v) Perform and implement relevant human supervision on all content generated by the AI Cockpit;
- (vi) It shall not use AI Cockpit to create its own chatbots without human supervision;

- (vii) It shall not use AI Cockpit to generate content related to (a) political campaigns; (b) surveillance of persons; (c) scoring of persons; (d) drafting of court judgments; (e) automated personal credit decisions; (f) law enforcement; (g) cryptocurrency mining; (h) generation or creation of potentially fraudulent, misleading or untruthful content; (i) professional advice, such as, but not limited to, medical, accounting, investment and legal advice or diagnoses;
- (viii) It shall not use AI Cockpit to generate content that shall be used in armaments and/or for military purposes, or in health or life support equipment or in products or services that may directly affect the safety and integrity of any person;
- (ix) It shall not use AI Cockpit for any activity that is fraudulent, illicit, illegal or contrary to morals and good customs, including, but not limited to, creating codes and results that shall be used to harm or harass third parties or facilitating activities that harm third parties in any way, especially minors, or that contain hate speech and bullying;
- (x) It shall not use AI Cockpit to develop content that may portray a person's voice or characteristics without their consent, including, but not limited to, impersonation and sexual imagery;
- (xi) It shall not include inputs or make submissions to AI Cockpit that it knows or suspects may generate inappropriate results or impair the functioning of AI Cockpit and the Compass UOL Partner tools;
- (xii) It shall promptly report to Compass UOL any undesired behavior observed in the use of the AI Cockpit, taking measures to mitigate and correct the inappropriate behavior, including, but not limited to, discarding the undesired result and preventing its disclosure or use;
- (xiii) It shall use the results displayed by AI Cockpit exclusively for the purposes set out in this Agreement;
- (xiv) It shall not use AI Cockpit to develop a competing product to it or any of its components, nor shall it reverse engineer, decompile or seek access to any source code of AI Cockpit or its specific components;
- (xv) It shall not interfere with or create alternatives that disable or modify the limitations, filters and other restrictions imposed by Compass UOL or its suppliers on the AI Cockpit or any of its components, including restrictions and limitations that allow requests to be used or directed to a specific tool or component that is part of the AI Cockpit;
- (xvi) It shall not use AI Cockpit to create, reproduce, disseminate, incite or stimulate pedophilia and/or sexually explicit content;
- (xvii) It shall not use AI Cockpit to create, reproduce or incite the practice of prejudiced or discriminatory acts, whether on the grounds of sex, race, origin, religion, beliefs, age, political orientation or any other condition;
- (xviii) It shall not use AI Cockpit to create and/or disseminate false, ambiguous, inaccurate, misrepresentative, exaggerated or extemporaneous content in a way that may mislead as to its origin, its object or the intentions or purposes of the communicator;
- (xix) It shall make all users who access AI Cockpit aware of the terms of this Agreement.
- (xx) It shall be liable for all actions and omissions of its users that cause damage to Compass.Uol and/or Partners.
- (xxi) It shall respect the UOL Group's Security and Privacy Standards, available at <https://sobreuol.noticias.uol.com.br/normas-de-seguranca-e-privacidade/>.

7.2 The Company shall be solely responsible for all decisions, advice given, actions taken or avoided and failures to make decisions based on the use of the AI Cockpit Services. The Company agrees that it shall not use the Results presented by AI Cockpit in combination with other products or software, and if it does so, the Company assumes full responsibility for the result obtained and shall release and hold Compass UOL harmless from any liability related to the use of the combined product created by the Company or a third party.

7.3 The Company may not grant a third party any right over the Results presented by AI Cockpit other than the rights expressly authorized by this Agreement. If you have any questions about the limitations imposed on the results generated by AI Cockpit, please contact Compass UOL.

8. Limitation of Liability

8.1 In no event shall Compass UOL be liable for indirect, incidental or consequential damages or punitive damages arising out of or in connection with the use of AI Cockpit. This includes but is not limited to loss of profits, revenues, business opportunities, customers or anticipated savings, business interruption, loss of data or any other damages of an economic nature, even if we have been advised of the possibility of such damages. This exemption covers contractual, legal or other situations, releasing Compass UOL from liability other than that expressly set out in the terms and conditions.

8.2 To the maximum extent permitted by law, Compass UOL's total liability to the Company for any other damages arising out of this Agreement is limited to the amount paid to Compass UOL for one (1) monthly fee prior to the event giving rise to the damage.

9. Intellectual Property

9.1. The copyright and intellectual property rights in any components of the AI Cockpit Services belong to Compass UOL and/or its suppliers and partners. The Company acknowledges and agrees that Compass UOL is the exclusive intellectual property owner of the elements that make up the AI Cockpit.

9.2 The Company undertakes not to infringe or violate the intellectual property rights of third parties when using the AI Cockpit Services or Compass.Uol. Compass UOL shall not be liable for infringements or intellectual property violations committed by the Company, partners or third parties. Compass UOL shall take all appropriate measures to ensure that the Results presented by AI Cockpit do not infringe the property rights of third parties, and it is the Company's responsibility to respect any notices, metadata, electronic signatures or watermarks accompanying the Results. If the Company suspects that any content generated by AI Cockpit violates third-party rights, the Company shall contact Compass UOL immediately reporting the occurrence and avoiding the use or dissemination of the suspect result until receiving specific guidance from Compass UOL.

10. Confidentiality

10.1 We recognize the importance of the confidentiality of information provided to AI Cockpit and shall take all reasonable steps to protect it. The information submitted by the Company shall be addressed as confidential and secret and used exclusively for use in the AI Cockpit itself or for its improvement. The Company agrees that the obligation of confidentiality and secrecy does not apply to third parties with whom Compass UOL shall share the information for the operation of the AI Cockpit or under the Privacy Policy, as determined below.

11. Data Processing and Privacy

11.1 The processing of personal data by Compass UOL follows the Privacy Policy, an integral part of these Terms, available at <https://sobreuol.noticias.uol.com.br/normas-de-seguranca-e-privacidade> [Security and Privacy Guidelines – About UOL].

11.2 By using the AI Cockpit Services, the Company expressly agrees and accepts that Compass UOL and Partners collect and process specific data and metrics related to the AI Cockpit Services and may process personal data in this context. In addition, should the Company enter any third-party data into the

AI Cockpit, the Company expressly represents and warrants that it has all necessary authorizations and licenses to share such data with Compass UOL and releases and holds Compass UOL harmless from any liability related to the data entered by the Company.

11.3 The performance of the AI Cockpit depends, among other factors, on personalized information from the Company. The Company hereby agrees and accepts that Compass UOL may obtain data directly from the Company and from other sources to improve the tool's use.

11.4 As indicated in the Agreement, Compass UOL uses third-party services to integrate and operate the AI Cockpit (the "Partner Services"). We emphasize that Compass UOL assumes no responsibility for the Services provided by Partners nor for the information and APIs provided by them. Relations with third parties, including partnerships, are governed by each entity's specific terms and conditions. By consenting to the use of the AI Cockpit Services, the Company understands and accepts that responsibility for the services of third parties rests entirely with such third parties. We disclaim any liability related to services, information or APIs provided by third parties.

11.5 As the use of AI Cockpit is subject, in addition to this Agreement, to the terms of use of these third parties, by accepting this Agreement and using AI Cockpit, the Company also agrees to follow and comply with the terms of our Partners in their entirety, including their respective privacy policies referenced in the links listed below:

AWS BedRock: <https://aws.amazon.com/pt/service-terms/>

Azure OpenAi: <https://azure.microsoft.com/en-us/support/legal/preview-supplemental-terms>
<https://azure.microsoft.com/en-us/support/legal>

Google Vertex: <https://ai.google.dev/gemini-api/terms>

Jira: <https://www.atlassian.com/legal/cloud-terms-of-service>

Github: <https://github.com/customer-terms/github-copilot-product-specific-terms>

12 Cache and Cookies

12.1 At AI Cockpit, we use technologies such as caching and essential cookies to enhance user experience, increase browsing efficiency and personalize the content presented. Cookies are small data files stored on your device that help us recognize repeat users, facilitate continued access to and use of our service, and allow us to collect information about your use of AI Cockpit.

12.2 The data obtained by cookies and cache are treated with the utmost confidentiality, following our Privacy Policy and the applicable security regulations.

12.3 The Company hereby agrees to use cookies and caching as described in this Agreement.

13. General Provisions

13.1 Tolerance. The omission or tolerance of Compass UOL shall not constitute a waiver of rights, and the invalidity of a clause shall not affect the other provisions.

13.2 Independence of clauses. Similar clauses shall replace invalid clauses, and the invalidity of one clause shall not affect the other provisions.

13.3 Upgrades, updates, and changes to the Services. Compass UOL reserves the right to introduce new features and updates to the AI Cockpit Services.

13.4 Compass UOL, on the one hand, and the Company, on the other, are independent of each other, and no provision of this Agreement shall be construed to create any employment, partnership, representation, agency, consortium, joint venture or any other form of association between them. Each party shall be solely and exclusively responsible for its actions and obligations, and there shall be no presumption of solidarity or subsidiarity in the performance of this Agreement.

13.5 Assignment. The assignment or transfer of the rights and obligations arising from this Agreement by the Contracting Party is prohibited, except for the transfer arising from corporate restructuring, including in cases of merger, demerger or incorporation, when the assigning Contracting Party shall notify Compass UOL and obtain prior written authorization from Compass UOL. Compass UOL may, without the Contractor's consent, freely assign and transfer this Agreement, including any of its rights, obligations or licenses granted under this Agreement. Any attempted assignment or transfer that breaches the above shall be null and void.

13.6 This Agreement may be amended at any time by Compass UOL, and it is your responsibility to review the changes and, if you disagree, terminate the use of AI Cockpit.

13.7. This document is governed by the laws of Brazil. The parties submit to the exclusive jurisdiction of the São Paulo District Court.

13.8 Any questions or necessary communication between the Company and Compass UOL related to this Agreement shall be made via e-mail. Communications should be addressed to billing@aicockpit.ai.

13.9 Acceptance Clause. By signing the Private Offer, the Company acknowledges having read, understood and agreed to this Agreement and all the documents referenced therein. In the event of disagreement with any aspect of the Agreement, the Company shall immediately cease using the services.