

SENSEDIA'S END-USER LICENSE AGREEMENT

Sensedia

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Welcome to Sensedia, an API-management service operated by Sensedia S/A ("Sensedia," "we," or "us"). This End-User License Agreement ("EULA") consists of an agreement between you and Sensedia and applies to your use of our Sensedia API Platform ("Software") and the services made available on the Software or regarding to it ("Services").

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE OUR SERVICES. BY USING OUR SERVICES, YOU ARE BOUND BY THESE TERMS, AND AGREE TO UTILIZE OUR SERVICES IN COMPLIANCE WITH THEM.

This EULA may be updated or changed occasionally. If we do so, we'll revise the "last updated" date above. In the event of significant changes in the provisions of this EULA, at Sensedia's own discretion, we will inform you about the update through the available communication channels, as your contact email registered.

LICENSE TO USE OUR SERVICES

Subject to the terms of this EULA, we grant to you a nonexclusive, non transferable, limited, and revocable license to use our Software. Your right to use our Services is limited by all terms and conditions set forth in this EULA. The Software cannot be used for any other purpose.

Except for your pre-existing rights and this license granted to you, we retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any of our Services; or (ii) rent, lease, or sublicense access to our Software or any of our Services.

You may use the software in more than one location, given you acquire additional licenses. You are aware that Sensedia, at its sole discretion, may occasionally update the Software to correct an error or to improve its functionality, which may result in a change in the Software's appearance or functionalities.

PAID SERVICES

The use of our Software is subject to a fee or other charge. Agreeing to use our Software means you agree to the pricing and payment terms listed, which Sensedia may update from time to time. The pricing terms may include a monthly or annual fee for the Services. Sensedia may add new services for additional fees and charges, or update the fees and charges for existing services from time to time and at its sole discretion.

Delinquent accounts may be subject to additional charges such as late payment fine and late payment interest,

proportional to the days until the date of effective payment. You agree Sensedia may contact you by electronic mail at the address provided by you to us with respect to any delinquent accounts. You may cancel your plan and the use of the Software by writing to us at **marketplace.aws@sensedia.com**. All fees paid to Sensedia for the use of our Software and/or Services are non-refundable.

All information provided by you to Sensedia in connection with a purchase or transaction or other monetary interaction with the Services must be accurate, complete, and current.

USER OBLIGATIONS

Notwithstanding the other obligations contained in this EULA, you oblige to: (i) respond for the suitability of the license and ownership of the necessary infrastructure that will be made available for the implementation of the Software in compliance with the technical documentation provided by Sensedia; (ii) provide Sensedia with any and all requested information considered essential for the execution of the Services; (iii) prepare and carry out the necessary routines for the proper creation and maintenance of backup copies of your data, including, but not limited to, all data and information that will be sent or made available to Sensedia or included in the Software; (iv) be liable for the suitability, form, origin, legality and content of the data inserted, maintained or processed through the Software, including the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of such data, being liable for any damage, corruption or failure resulting from the non-compliance with the provisions of this clause before you, Sensedia or any third-party; (v) implement all security measures necessary for the safe operation of the device used to access the Software, such as, but not limited to the use of antivirus software and reasonable physical, logical and administrative measures to secure access to information arising from the provision of the Services; and (vi) abstain from modify, expand or reduce any part of our Software, including its characteristics, generate updates or technological derivations, and develop an application or procedure that allows access to the source codes without the prior written consent of Sensedia.

RESTRICTIONS

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Sensedia may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information or other content made available on our Software or compile or collect any content as part of a database; (ii) use any automated tool to access or use our Software or to store, copy, modify, distribute, or resell any content available on it; (iii) use any data mining software on the Site; (iv) rent, lease, or sublicense your access to our Software to another person; (v) use our Software for any purpose except for your own personal or commercial use; (vi) circumvent or disable any digital rights management, usage rules, or other security features of our Software; (vii) use our Software in a manner that overburdens, or that threatens the integrity, performance, or availability of our Software; or (viii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Software.

DATA PROTECTION

You will comply with all data protection Laws applicable to your performance under this EULA. You acknowledge that you will be the only party liable regarding any personal data that you input on our Software. Notwithstanding, Sensedia will not undertake to process any Personal Data shared by you if there is any reason to believe that such treatment may impute a breach of any applicable law to Sensedia.

Sensedia may collect registration and other information about you through our Software. Our collection and use of this information is governed by our Privacy Policy, available at www.sensedia.com/privacy-policy. We may store Personal Data for a longer period after the termination of the contract for the purpose of complying with legal and/or regulatory obligations, or regular exercise of rights.

When applicable, Sensedia may record all activities carried out by you on the Software, including but not limited to: (i) the trace logs database (history of API calls) generated through the system; (ii) the audit log database (identification of access to the management platform and changes made with date and time) generated through the system; and (iii) the metrics database (sender and recipient identification generated by using a Sensedia API Platform push).

The records described above will be used for the following purposes: (i) fulfilling the obligations of the agreement; (ii) protect rights and obligations related to the use of the Software or provision of the Service; and (iii) comply with a court order and/or an administrative authority.

We do not provide and our Site and/or Software does not constitute a storage service, therefore the storage described above does not release you from performing your own security backups, as we are under no obligation to store, retain or provide you or any third-party with copies of your data or any content.

PASSWORD SECURITY

Certain parts of our Software may be password-restricted to registered users or other authorized persons. You are entirely responsible for maintaining the confidentiality of your password. Sensedia shall not be held liable for any activities that occur under your account, as a successful access to your account using your password will be considered as your own access.

You agree to change your password as soon as possible if the password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised, or if there is any suspicion or indication of such breach in confidentiality.

CONSULTING SERVICES

In addition to providing the Software for your use, Sensedia may also provide consulting services for Software implementation, training, or other specific projects depending on your need. To request more information about consulting services and receive a private offer, please contact us at marketplace.aws@sensedia.com. In those cases where consulting services are rendered, the entirety of this EULA is also applicable.

Regarding the consulting services, you expressly agree that Sensedia cannot be held liable if you suffer any damage because of information obtained through the consultancy object of this agreement and are aware that the business decisions and management taken by you shall not be entirely based on the materials provided. Please see the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections for more information.

Exclusively to the consulting services, any customization, adaptations, and/or corrections developed by Sensedia as per your request, as well as the technical and user documentation, constitutes your own intellectual property, in accordance with Brazil's Federal Law n. 9.610/1998.

LINKS AND THIRD-PARTY CONTENT

Our Software may display or contain links to third party products, services, and websites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Software, or which is accessible through or may be located using our Software are those of the respective authors or producers and not of us.

We are not responsible or liable for any third-party content, as we do not control them, and we do not guarantee the accuracy, integrity, or quality of such content. We are not liable, directly or indirectly, for any damage or loss caused to you by your use of any third-party service or content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

CONFIDENTIALITY

“Confidential Information” includes, but are not limited to, technical and commercial specifications; innovations and improvements; technologies; investment and business plans; formulas; drawings; diagrams; models; samples; flowcharts; photographs; plants; projects; product concepts; marketing information; information of a technical, administrative, accounting, legal or financial nature; names and/or data of customers, suppliers, partners or partners, whether potential or existing; analyses; proposals; reports; computer programs; database; manuals; internal systems or controls; and prices.

All information resulting from or generated by a party because of the services contracted herein will always be the property of the disclosing party, except for the moral rights provided for in the legislation relevant to copyright.

You will always respect the confidential and secrecy nature of the Confidential Information, expressly undertaking not to disclose them to third parties, commercialize, reproduce, not facilitate access to them, nor use them, if not strictly for the purposes and effects of the provision of the services now contracted. You also may not modify, alter, or copy, in whole or in part, any Confidential Information, either in its content or in its form, except with the prior written authorization of Sensedia.

If you become aware of any threat or improper access, effective violation, misuse, or improper disclosure of Confidential Information, you must immediately communicate this fact in writing to Sensedia and must also use your best efforts to try to minimize the damages arising from such violation.

Nothing in this EULA shall be construed as granting, assigning, or transferring to you any right or license of any kind with respect to the Confidential Information disclosed.

Equally, Sensedia will respect the confidentiality of your information on the same terms as above.

INTELLECTUAL PROPERTY, TRADEMARKS AND PUBLICITY

The intellectual property rights of the Software, including any eventual customizations requested by you (excluding the provision set forth in **CONSULTING SERVICES**), and other intellectual materials that compose them are the exclusive property of Sensedia. You do not have any authorization to act on behalf of Sensedia or promote any registration with a competent authority. Any violation or unauthorized use promoted or contributed by you will imply the application of sanctions and fines and may be and may be subject to civil and criminal prosecution, in

addition to indemnifying Sensedia for the consequent losses and damages. "Sensedia", the Sensedia logo and any other product or service referenced or displayed on our Software are trademarks of Sensedia. Sensedia retains and reserves all rights, titles, and interest in and to all Sensedia-owned or licensed intellectual property utilized in and in connection with the Software.

Sensedia is the sole owner of any systemic learning that occurs within the scope of the use of the Software through parameterized or neural artificial intelligence, without this implying any violation of your intellectual property.

You agree to the use of your logos in Sensedia's digital environments for marketing purposes, especially in its digital or printed prospecting materials, in addition to websites and applications that refer to it, while you continue using our Software. Your logo and name will be used in Sensedia's website at our customer reference available at <https://www.sensedia.com/our-clients>.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE SERVICE CONTENT EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT SENSEDIA CANNOT BE HELD RESPONSIBLE IN THE EVENT THAT YOU SUFFER ANY DAMAGE AS A RESULT OF INFORMATION OBTAINED FROM THE SOFTWARE AND IS AWARE THAT THE BUSINESS AND MANAGEMENT DECISIONS TAKEN BY YOU SHALL NOT BE BASED ENTIRELY ON THE SOFTWARE. IF YOU CHOOSE TO RELY SOLELY ON THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU'RE DOING IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SENSEDIA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APPLICATION EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SENSEDIA HAS NO OBLIGATION TO INSPECT THE CONTENT, INCLUDING MATERIALS AND PHOTOS, OR, IN ANY WAY, CONTROL THE VERACITY OR LEGALITY OF THE DATA ENTERED BY YOU IN THE USE OF THE SOFTWARE, THEREFORE, SENSEDIA CANNOT BE HELD RESPONSIBLE FOR ANY INFORMATION SUBMITTED BY YOU OR ANY THIRD-PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OUR REPRESENTATIVES OR THROUGH OR FROM OUR SERVICES WILL CREATE A WARRANTY.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SENSEDIA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SENSEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF, OR INABILITY TO USE OUR SOFTWARE. IN ANY CASE, SENSEDIA'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE SOFTWARE IS LIMITED TO THE SUM OF AMOUNTS YOU ACTUALLY PAID FOR. UNDER NO CIRCUMSTANCES WILL SENSEDIA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SOFTWARE, OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE UNDERTAKE ONGOING EFFORTS TO MAINTAIN THE AVAILABILITY OF THE SOFTWARE, HOWEVER, THERE MAY BE AN UNAVAILABILITY RESULTING FROM OCCURENCES OF FORCE MAJEURE, SUCH AS NATURAL INCIDENTS, INTERNET SYSTEMS INCIDENT, CYBER ATTACKS OR THIRD-PARTY ACTS THAT FALLS OUT OF OUR RESPONSIBILITY. FOR THAT REASON, YOU ARE AWARE THAT YOU WILL NOT BE ABLE TO CLAIM INDEMNITY NOR COMPENSATION FOR DAMAGES IN THE EVENT THAT THE SITE AND/OR SOFTWARE REMAINS OFFLINE, REGARDLESS OF THE REASON. IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES, THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND

DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

PENALTIES

In the event of non-compliance with the terms of this EULA or its Annexes, you may be subject to the payment of a fine in an amount equivalent to 10% (ten percent) of the sum of the value paid for the Services rendered or the use of the Software, without prejudice to compensations for losses and/or damages.

TERMINATION

Your license to access our Software and your agreement with us will remain in effect while your subscription to our services is active on the Amazon Web Services marketplace and you continue to pay the corresponding fees.

If Sensedia finds that the contracted Software is being used for any illegal or illicit purposes, or contrary to morality, we will notify you so that you cease the use of the contracted Software for the said purposes. If you do not cease the misuse of our Software, we may terminate your access or revoke of your license to use the Software.

Failure to comply with any of your obligations may result in a fine, and any breach of this EULA or its Annexes not regularized within 15 (fifteen) days from the request, may, at Sensedia's discretion, result in the immediate termination of the agreement and revocation of your license.

After termination, regardless of the reason, your right to access the Software will be automatically suspended.

LEGAL NOTICES

The Services are controlled and operated from Sensedia's office in Brazil. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Brazilian laws, state and local laws and regulations, including but not limited to export and import regulations.

Enforcement of these Terms will be governed by the Brazilian laws. The exclusive jurisdiction and venue for any claims arising out of or related to these EULA or your use of the Software will lie in the state courts located in Campinas, within the State of São Paulo, and you irrevocably agree to submit to the jurisdiction of such courts.

Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. If any provision of this EULA is found to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

SPECIFIC PRODUCT CONDITIONS

The specific technical conditions of the Sensedia API Platform product are described in ANNEX A.

CONTACTING US

If you have any questions or concerns, you may contact us by email at marketplace.aws@sensedia.com, access our contact form at www.sensedia.com/contact-us or our help center at sensedia.zendesk.com/hc/en-us.

ANNEX A

GENERAL PRODUCT CONDITIONS:

The **CONTRACTING** PARTY may use the Software in more than one environment by acquiring additional gateways, in

accordance with the specific contract set out in the Commercial Proposal. With the exception of the specific conditions applicable to the Hybrid modality, the infrastructure selected to host and make available the Software as a service is the responsibility of **SENSEDIA**, meeting the recommended security and availability requirements. As a rule, the Software will be deployed remotely.

SPECIFIC OBLIGATIONS.

During the use of the Software, the CONTRACTING PARTY shall comply with the following conditions:

- a) Prepare and carry out the necessary routines for the proper creation and maintenance of backup copies of its own data, including, but not limited to, all data and information that will be transacted in the Software, by any means, including for compliance with any related legislation and/or regulations;
- b) Assign qualified and trained employees to operate the Software and to communicate with SENSEDIA, providing, whenever any incidents related to the Software occur, documentation, logs, reports and other information reporting the circumstances in which the incidents occurred;
- c) To be responsible for the suitability, form, origin, legality and content of the data entered, maintained or processed through the Software, and to be liable for any damage, corruption or failure arising from non-compliance with the provisions of this clause to itself, to SENSEDIA or to third parties;
- d) Obtain, at its sole expense, the appropriate licenses, permits, certificates, permissions and/or authorizations and other documents from public agencies or regulatory bodies, including the Central Bank of Brazil - BACEN and the Superintendence of Private Insurance - SUSEP, when applicable, as necessary for the faithful performance of the object of this Contract and the provision of the Services; and
- e) Provide SENSEDIA with any and all requested information deemed indispensable to the execution of the object of this Contract, clarifying any doubts that may arise, including attending meetings that may be designated by SENSEDIA.

COMMERCIAL CONDITIONS OF THE PRODUCT. The CONTRACTING PARTY declares that it is aware of the contracted number of calls described in the Commercial Proposal and that, if these calls exceed the contracted number for two (2) complete and consecutive months, the CONTRACTING PARTY will automatically be included in the contracting plan immediately above the one it originally contracted, and the invoice for the second month that exceeds the number of calls in the contracted range will already be issued according to the new range in which it will be included, as shown below:

Month 1 - number of calls in the contracted range exceeded
+
Month 2 - number of calls in the contracted range exceeded
=
Customer changes band (upgrade) and the bill for the second month that exceeds the number of calls in the contracted band will already be issued according to the new band in which they will fall.

The CONTRACTING PARTY will be notified in the first month in which it exceeds the number of invocations of the contracted band, as well as in the second month in which the upgrade takes place.

SOFTWARE LIABILITY

Content entered into the Software. SENSEDIA has no obligation to monitor the content, including materials and photos, or in any way control the veracity or legality of the data entered by the CONTRACTOR when using the Software. In view of the above, SENSEDIA cannot be held responsible for any information submitted by the CONTRACTING PARTY, including information of an illegal, immoral or unethical nature, and the CONTRACTING PARTY is solely responsible for any third-party claims or legal demands in this regard.

Performance and Results. Considering that SENSEDIA has no control over the data that flows through the software, the CONTRACTING PARTY acknowledges that SENSEDIA has no responsibility for the commercial profitability of the Software, or its suitability for a particular business or purpose.

The CONTRACTOR expressly agrees that SENSEDIA cannot be held liable in the event that the CONTRACTOR suffers any damage as a result of its business decisions, and is aware that such decisions should not be based entirely on the Software.

SOFTWARE PROTECTION

The intellectual property rights of the Software, including customizations requested or not by the CONTRACTING PARTY, and other intellectual materials that compose them are the exclusive property of SENSEDIA, and the CONTRACTING PARTY has no authorization to act on behalf of SENSEDIA or promote any registration with a competent authority. Any violation or unauthorized use promoted by the CONTRACTING PARTY or in contribution to the CONTRACTING PARTY will result in the application of sanctions and fines provided for in the Contract, without prejudice to civil and criminal consequences, in addition to indemnifying SENSEDIA for consequent losses and damages.

Integrity of the Software. The CONTRACTING PARTY, as the user of the license to use the Software, undertakes to keep it unchanged, and is prohibited from modifying, extending or reducing its characteristics, generating updates or technological derivations, developing an application or procedure that allows access to the source codes without the prior written consent of SENSEDIA, and it is agreed that any changes may only be made by a person accredited by SENSEDIA. Failure to comply with this clause will constitute copyright infringement.

The CONTRACTING PARTY and/or its agents agree not to use, copy, modify, transfer or distribute the Software, reverse assemble, reverse compile, reverse engineer or use any other means to reproduce the Software, create works that are derived from it or even sublicense, rent, lease or use the Software, unless authorized in writing by SENSEDIA.

In the event of any legal action brought by a third party against the CONTRACTING PARTY based on the allegation of intellectual property infringement by SENSEDIA, the latter will promote the defense, bearing the costs, and the CONTRACTING PARTY must inform SENSEDIA of the fact at the time it becomes aware of it and grant SENSEDIA full powers to do so, in addition to contributing with all necessary information and assistance.

TRAINING

Training is defined as training for the use of the Software, aimed at the **CONTRACTING PARTY's** employees. As a rule, the training will be carried out following the steps described in the Technical Proposal and will last one (1) day. It may be carried out remotely or in person at the **CONTRACTING PARTY's** premises, at the CONTRACTING PARTY's discretion.

If the training takes place on the **CONTRACTING PARTY's** premises, the **CONTRACTING PARTY** must provide the necessary infrastructure to carry out the training, such as a training room with a desk for the instructor, overhead projector, blackboard and/or *flip chart*, internet access, support materials, all as requested by **SENSEDIA**.

SENSEDIA may provide didactic support material for training participants for simple reference, which does not constitute a specialized technical manual on the subject being taught.

SENSEDIA may, at any time and without prior notice, change the content of its teaching material, and is under no obligation to send an updated copy to participants who have already taken the training.

SERVICE-LEVEL AGREEMENT ("SLA") FOR SOFTWARE AVAILABILITY (API GATEWAY)

Our Software will have an uptime level of at least 99.5% in a month. If it is identified and proven that the uptime has not reached the percentage of 99.5% and given you are up to date with your payments, Sensedia will grant a discount on top of the monthly fee, on the invoice for the month following the occurrence.

Uptime percentage	Discount
< 99,5%	25%
< 99%	50%

The time used monthly to carry out the scheduled shutdowns will not be computed to measure the service-level agreement. Scheduled shutdowns are the time in which the Software will be available for updating and/or maintenance to maintain the stability and performance of the Software. You will be notified of the scheduled shutdowns at least 04 (four) days in advance.

Any problems arising from your infrastructure that may affect the availability of the Software and the Services provided by Sensedia, or arising from force majeure or any third-party acts that falls out of our responsibility, in accordance with the LIMITATION OF LIABILITY section below, will not be considered as downtime under the responsibility of Sensedia, pursuant to applicable legislation.

MONITORING AND CONTINUITY PLAN APPLICABLE TO THE SOFTWARE

In order to guarantee the availability of the Platform, the Software modules are monitored in real time, 24x7, using a set of tools such as Zabbix, Grafana and Opsgenie. When any kind of inconsistency is detected in the environments, alerts are sent to the Sensedia Support team.

The services provided by Sensedia operate on two infrastructure providers: AWS and GCP. In both the GCP and AWS environments, there are MultiZones that are entirely isolated and, if one of them becomes unavailable, the other can take over the data load. In addition, the production components are reproduced in secondary datacenters, keeping the backup process redundant.

SPECIFIC CONDITIONS APPLICABLE TO THE HYBRID MODE

API-Platform hybrid environments are environments where only part of the solution's components operate remotely (on the client), unlike what happens in fully cloud environments (managed by Sensedia).

In the case of a contract in which part of the Software is installed in the **CONTRACTING PARTY's** environment, it is the **CONTRACTING PARTY's** responsibility to provide the infrastructure selected to host and make available the Software as a service, meeting the recommended security and availability requirements.

In the event of the above item, all maintenance of the environment that is located in the **CONTRACTING PARTY's** computing environment, such as backup, monitoring, deployment, updating of infrastructure software components, execution of updates in the Hybrid modules, etc., must be carried out by the **CONTRACTING PARTY**,

and it is certain that, in this event, the support and service level conditions mentioned in this instrument will not apply.

The CONTRACTING PARTY shall be solely responsible for the suitability of licenses, ownership and ownership of the infrastructure necessary for the Deployment of the software, including, but not limited to, hardware, software and internet connection, declaring that it has acquired them from its qualified suppliers and that it has the necessary authorizations for the deployment.

Subject to the specifications contained in this item, the conditions of use applicable to SaaS Software shall be extended to the Hybrid contracting model.

REMOTE TECHNICAL SUPPORT SERVICE - API GATEWAY

SCOPE

The Technical Support Service applies to incidents and problems involving the Sensedia API Platform product and will be provided remotely on an 8x5 basis (working days and business hours from 08h00 to 17h00). Any installation of SENSEDIA platform modules within the customer's infrastructure is not within the scope of this support. It is not within the scope of the proposal to provide support for the APIs developed on the platform, only for the software modules and infrastructure components of the API Platform.

The 8x5 Support service will not entail any additional cost to the **CONTRACTING PARTY** and is already included in the Software license fee, while contracting 24x7 Support will be optional and must be contracted.

In the case of modules deployed *on* the customer's infrastructure (*on-premise*), the forms of service and SLAs described may vary.

DEFINITIONS

- I. **Business Hours:** means each hour during a Working Day.
- II. **Business Day:** means 8:00 a.m. and 5:00 p.m. in the Brazilian time zone, from Monday to Friday, excluding local holidays.
- III. **Documentation:** the user manuals that the CONTRACTED PARTY makes available to the CONTRACTING PARTY regarding the software.
- IV. **Error/failure:** any failure of the Software, which can be verified and reproduced, to operate substantially in accordance with the expected specifications. The term "Error" shall not include any failure that is caused by:
 - (a) Use or operation of the Software with any other software or code or in an environment other than that for which it is intended or recommended in the Documentation;
 - (b) Modifications to the Software not executed or approved in writing by SENSEDIA support, or;
 - (c) Any bug, defect or error in third-party software used with the Sensedia Software purchased by the customer
- V. **Error/Failure Correction:** means either a modification or addition that enables the Software to function in accordance with the specifications; or a procedure or routine that, when executed, eliminates any Error found. The Error Correction can be a fix, a temporary solution, a repair or a service patch.
- VI. **Sensedia Support:** provides support and maintenance services for the product purchased by the customer.
- VII. **Software:** means Sensedia's software programs licensed to the Customer in accordance with the License Agreement.

- VIII. **Trace:** this is the history of requests (API calls) that have passed through the Sensedia platform.
- IX. **Update:** comprises the application of a correction and/or an update to the documentation in a major or minor version.
- X. **Upgrade:** is a modification of a new version, release or the application of a service patch. Upgrading does not include releasing a new product.
- XI. **Contract model (SaaS - Software as a Service):** contract model for renting licenses for a certain period of time established in advance in a contract.
- XII. **Restoration Time:** This refers to the period needed to restore the service after an interruption or failure. This means that when a problem occurs that causes the service to be unavailable, the restoration time is the interval in which the service is repaired, with a definitive solution or workaround, and is back up and running.
- XIII. **Solution:** Refers to the period required to find and implement a correction to the problem or fault identified.

SERVICE

The support service will be provided electronically via the <https://sensedia.zendesk.com> portal.

Requirements for service: In order for Sensedia to carry out the service, the CONTRACTING PARTY must have an active support service contract and have duly paid for the support service.

How the Sensedia Help Desk works:

- (i) Tickets created by filling in the form on the portal (<https://sensedia.zendesk.com>) will be answered according to the prioritization queue within the SLAs defined in this document;
- (ii) An automatic ID is generated for each Ticket, allowing the CONTRACTING PARTY to monitor the progress of the incident;
- (iii) The ticket is directed to the correct group of specialists and, using the Zendesk tool, SENSEDIA manages the service time, technical and managerial escalation;
- (iv) The Help-Desk will escalate the ticket as defined in the table in item 6 - Part 2 of this Annex;
- (v) If it is necessary to contact the CONTRACTING PARTY's focal point responsible for opening the ticket, the SLA will be paused and the service will be classified as pending for the CONTRACTING PARTY;
- (vi) The service SLA is calculated within working days and business hours (8x5) from the moment the ticket is registered in our ticket opening portal;
- (vii) After the ticket has been closed, all the information is kept in a database for use in reports or for future queries and clarifications;
- (viii) Customers can also call 0800 941-3322 for support.
- (ix) Customers who contract 24x7 Support will receive a specific service code in the event of an out-of-hours call. The scope of this service is limited to handling incidents in the flow of productive APIs.

INCIDENT CLASSIFICATION

SENSEDIA will classify incidents, problems or queries according to their impact on service availability. These classifications guarantee consistent and standardized treatment of the ticket directed to Sensedia Support via Zendesk.

Priority. Priority is determined by the urgency and impact of the occurrence or request on the availability of services, as described below:

Urgent Priority: Occurrences where activities/operations related to resolving incidents/problems are necessary, with an unavailable or partially unavailable production environment in which the offender is the result of some action by Sensedia or related to its infrastructure. This includes the unavailability of critical micro-services that affect the flow of requests on the platform (business impact): *Gateway and Authorization*.

High Priority: Occurrences requiring activities/operations related to resolving incidents/problems, with a severely impacted production environment (extreme slowdowns, without causing unavailability in the API's production flow) or slowdowns and unavailability in the platform's administrative and analytical micro- service modules: Manager, Analytics (Kibana) and Trace.

Normal Priority: These are minor occurrences, requiring administrative activities/operations. This includes problems with the flow of non-productive APIs, such as unavailability and latency, as well as platform usability problems that directly affect the client's business: *Deployment of customized APIs and interceptors*.

Low Priority: These are minor occurrences that have been planned in advance and require administrative activities/operations. This includes failures in product documentation, problems with screen layouts (which do not impact the production flow of APIs) and general doubts about products.

Doubts: refer to queries, questions or clarifications related to the products supplied by SENSEDIA to its customers.

SERVICE LEVEL AGREEMENT (SLA) FOR SUPPORT AND MAINTENANCE.

SENSEDIA has the following SLA for Support Services:

Degree of Priority	Restoration Time (working hours)	Solution (working hours)	Target
Urgent	Up to 60 minutes	Up to 16 hours	95%
High	-	Up to 80 hours	90%
Normal	-	Up to 160 hours	90%
Low	-	Up to 240 hours	90%
Doubts	-	Up to 40 hours	90%

In the case of incidents that require additional information, the deadlines will be 5 (five) working days for a preliminary report (8x5 regime, with a target of 99%) and 10 (ten) working days for root cause diagnosis (8x5 regime, with a target of 99%).

SENSEDIA may revise and adjust the deadline initially established for the solution, in a reasoned manner and communicated to the **CONTRACTING PARTY**, taking into account the complexity of the problem, ongoing efforts and technical restrictions.

TICKET ESCALATION PROCESS

Sensedia Support technicians continue to answer calls until the ticket is completed. Internally there is an escalation process depending on the type of fault/error, according to the Priority Level, as shown below:

Scaling time	URGENT - Total Stoppage or Extreme Slowdown	HIGH - Partial Shutdown and/or Affects operation with degradation of services	NORMAL - Affects operation without degradation of services	LOW - Other problems
Immediate	Support Management			
2 hours	Account Manager/Consultancy	Support Management		
4 hours	Board of Directors	Manager of Accounts/Consultancy	Support Management	
8 hours	Presidency	Board of Directors	Account Manager/Consultancy	Support Management
10 days		Presidency	Board of Directors	Manager of Accounts/Consultancy
20 days			Presidency	Board of Directors

CAPACITY AND STRESS TESTING.

SENSEDIA carries out load tests on the *endpoints* of the APIs registered on the platform in order to understand and validate the performance requirements in relation to the expected traffic. As a result, *autoscaling* mechanisms are implemented to support the increase in organic traffic. However, in the case of stress tests, it is necessary to make prior adjustments to the environment in line with expected demand.

If the CONTRACTING PARTY wishes to perform a stress test, load test or penetration test, it must register the demand by opening a ticket with Sensedia support, providing the necessary details. Notwithstanding this, SENSEDIA retains the right to charge for these services, and it is up to the CONTRACTING PARTY to request the respective Commercial Proposal from SENSEDIA.

DISASTER RECOVERY PLAN.

The entire disaster recovery process will be carried out by the **SENSEDIA** support team, which may need to work together with the **CONTRACTING PARTY**'s technical team. Any need to change the product's configuration during the process will result in contact between **SENSEDIA** and the **CONTRACTING PARTY** to carry out the new configuration.

SOFTWARE UPDATE CONDITIONS (PRODUCT VERSIONING) AND SUPPORT POLICY

Subject to the provisions of "clause 1.3" below, **SENSEDIA**, at its sole discretion, is free to apply updates to the Software ("Upgrades"), for the purpose of correcting an error or for the purpose of improving its functionality, which may result in changes to the appearance and/or functionality of the Software.

DEFINITIONS:

- (i) **Semantic Versioning:** is a standard of rules for keeping track of versions in the development of code

and/or software updates. The semantic versioning scheme is based on a version number that has 4 (four) components: *major version number* (**commercial**), *minor version number* (**feature**), *patch version number* (**bugfix**) and security version number (**hotfix**), as shown below:



a) **Major (Commercial) Version:** comprises the compatibility version and is changed if the software or library undergoes changes that make it incompatible with other versions. Therefore, it is a version in which significant new features and functionalities are delivered. Some new versions may also contain architectural changes, requiring complete reinstallation to upgrade.

b) **Minor Version (Feature):** comprising the feature version, where a new function or substantial improvement is added along with a *bug fix*. Minor versions usually offer easy upgrading and "*install over*" to perform the upgrade.

c) **Patch version (Bugfix):** comprises the version of bug fixes, performance improvements or similar changes that do not alter current functionalities or introduce new ones. Sensedia creates *bug fixes* for component defects in order to solve specific problems proactively identified by Sensedia Support. The fixes are tested to ensure that the problem is resolved within the intended configuration. These fixes are periodically made available in *service patches*.

d) **Security Release (Hotfix):** Comprises an update designed to correct an error or security flaw in the program. Unlike typical version updates, hotfixes are urgently developed and released as quickly as possible to limit the effects of the software problem.

(ii) **Standard Support:** These are the support services provided as described in part 2 (Remote Technical Support Service - Api Gateway) of this Annex. The service includes technical support in the use of the software and access to technical content and articles from the knowledge base.

(ii) **End of Life Support:** Products that are not covered by Standard Support will be considered End of Life, according to the rules stipulated in section 1.2 below. End of Life Support will be limited to technical assistance only, without source code patches or new patch level releases. Support will provide recommendations on what is possible for the Customer, including professional services, references to documentation or knowledge base articles. Patches and/or hotfixes will not be provided. If there is a problem that requires a patch, you will need to upgrade to a newer version covered by the standard or extended support windows. Once end-of-life support has expired for a product, SENSEDIA will not provide support of any kind

MAINTENANCE POLICY

Standard Support - Minor Versions. SENSEDIA will provide standard support for the last three published and executed *minor versions*, including their Patch (bugfix) and Security (hotfix) versions. As soon as a new *minor version* is released, the previous minor version ("fourth *minor version* - oldest") will receive standard support for a further 12 months from the date of release.

Example:

Version	Support
1.1.x.y	Standard
1.2.x.y	Standard
1.3.x.y	Standard
1.4.x.y	Launched on 01.01.2023. <u>Starts Version 1.1.x.y End of Life Support</u>

Standard Support - Major Versions. As soon as a new *major version* is made available, **SENSEDIA will** continue to offer standard support for the latest *minor version* of the previous (commercial) *major version* for a maximum period of 12 months from the release date of the new major version.

Example:

Version	Support
1.1.x.y	Standard
1.2.x.y	Standard
1.3.x.y	Standard
2.0.x.y	Launched on 01.01.2023 <u>End of Life Support for Version 1.3.x.y begins</u> <u>Versions 1.1.x.y and 1.2.x.y lose support.</u>

In the event of the release of a new *major version*, CONTRACTOR shall upgrade its platform to the *minor version* prior to the new *major version* released in order to be entitled to End of Life support of 12 (twelve) months or upgrade to the latest *major version*.

SENSEDIA offers a view of the versions of its platform through its document portal: [DOCS SENSEDIA](#). The CONTRACTING PARTY will be able to follow the coverage of its support through the versions made available and released through the SENSEDIA document portal.

SCHEDULED MAINTENANCE

Scheduled Maintenance is the time during which the Software is available for updating and/or maintenance, in order to maintain the stability and performance of the Software.

Sensedia's annual maintenance *roadmap* is publicly available ([scheduled maintenance calendar](#)). The scheduled dates can be used effectively or not, but whenever they are used, customers will be informed of the possible impacts up to 2 days in advance.

In the case of maintenance/upgrades to the gateways (productive flow of APIs), which imply an interruption in the main flow of APIs, **SENSEDIA** will previously align with the CONTRACTING PARTY on the deadline and date for implementing said updates/maintenance.

The time used each month to carry out Scheduled Maintenance will not be taken into account when measuring the level of service (*uptime*) described in clause 1.

EXCLUSIONS.

The Upgrade does not include: a) new products or developments classified as "commercial"; b) installation or configuration of any hardware or software (e.g. firewall, network elements, etc.); c) training; d) professional consulting or local support (field/on-site service); e) consulting, error correction or other support related to third-party software (unless such software is part of the Sensedia Software); or f) custom code. SENSEDIA may provide some of these services to customers by commercial agreement (new contract required).

DISCLAIMER.

SENSEDIA shall not be obligated to provide maintenance and updates: a) if there has been a modification, or attempted modification, of the Software (other than modifications made by SENSEDIA or designed or delivered as part of the Software) or if the Software has been improperly installed or operated, or has been used other than in accordance with the applicable conditions and documentation; b) to the extent that problems or issues related to the Software are external to it (including problems or issues that result from or are related to the use of the Software with hardware, software, data or other materials not provided by SENSEDIA) or are beyond the reasonable control of SENSEDIA; or c) if the customer has refused or otherwise failed to implement corrections, updates, additions, new versions or other modifications that SENSEDIA has provided or recommended; d) from developments using the APIs, and/or web services for integration of the SENSEDIA product with other systems.

CRITICAL SECURITY VULNERABILITIES.

In the event that a vulnerability is detected in third-party libraries incorporated into the Sensedia API Platform, vulnerabilities discovered in third-party software that is in use in Sensedia's offerings, or a vulnerability in Sensedia's software, the vulnerability will be rated for criticality or otherwise identified by verification tools as part of SENSEDIA's vulnerability scanning processes. SENSEDIA evaluates each of these disclosures and accepts or changes (higher or lower) the criticality based on its internal assessment.

For vulnerabilities that are classified as critical (or high), SENSEDIA will:

- (i) Update the embedded libraries as necessary and release an updated version or patch of the affected product(s) for customers to update their installations;
- (ii) Correct SENSEDIA offers as necessary.

In both cases described in the clause immediately above, SENSEDIA will prioritize the correction ahead of the existing development schedule.

SENSEDIA will not be held liable for any damages incurred by the CONTRACTOR as a result of using outdated versions of the software.

SENSEDIA reserves the right to update its support coverage provided for in this part 3 (Conditions Relating to Software Update (Product Versioning) and Support Policy) without prior consultation with the CONTRACTOR, but must notify the CONTRACTOR 90 (ninety) days in advance.