



EMA - V01.2023
REGISTRATION NO. 3768142

PRIVATE INSTRUMENT OF LICENSE AGREEMENT FOR USE OF SOFTWARE AND PROVISION OF RELATED
TECHNICAL SERVICES

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WHEREAS:

- (i) This Agreement aims to regulate the purchase of products and services from one of the companies listed in Annex I, which are part of the economic group of LOCWEB SERVICOS DE INTERNET S/A, company registered with CNPJ nº 02.351.877/0001- 52, with headquarters at Rua Itapaiúna, 2.434, Vila Andrade, São Paulo/SP, CEP: 05.707-001 ("Locaweb");
- (ii) The party hereinafter constituted as Contractor in this contract will be referred to as **WAKE**, which may be any of the companies described in Annex I and will be duly qualified in the Contracting Form, as well as providing services in accordance with the technical specifications also described in the Contracting Form and Commercial Proposal signed between the Parties, which are part integral and inseparable from the present;
- (iii) It is in the interest of **CUSTOMER** use software(s) owned by one of the companies **WAKE**;
- (iv) this Agreement is signed within the limits of its social function, expressly safeguarding the principles of loyalty and good faith, present both in its negotiation and in its execution, and, therefore, there is no abuse of rights; and,

By this instrument and in the best form of law, the parties qualified in the "Contracting Form(s)", which is an integral part of this Agreement, as well as containing the specifications of the license(s)) and any related technical services contracted, contract term and prices of contracted products, the Parties,

THEY HAVE AGREED AND CONTRACTED AS

FOLLOWS: 1. THE SUBJECT OF THE CONTRACT

1.1. The purpose of this Agreement is the assignment of the temporary and non-exclusive license to use the Software ("Software"), whose details, limits, requirements, term, values, service level agreements (SLA), and general provisions relating to specifications techniques of the object and its execution, including in the latter the specific obligations of the parties to fulfill the object, are described in the Contracting Form and Commercial Proposal, annexes which, once signed by the Parties, form an integral and inseparable part of this Agreement.

1.2. It is provided to the **CUSTOMER** additionally contract additional configurations and customizations to the main licensing offered by **WAKE** and/or the provision of related optional services available and, in this case, the other products and/or services will be detailed, also in the Contracting Form and Commercial Proposal ("Additional Resources").

1.2.1. All provisions of this Agreement relating to the Software, especially those relating to the protection of your intellectual property rights, will be equally applicable to all Additional Resources contracted in accordance with clause 1.2.

1.3. The contracted Software(s) will remain installed in the "datacenter" indicated by **WAKE** and the **CUSTOMER**. You will access it via the internet, and additional licenses and configurations will be exclusively available to you as described in the Commercial Proposal.

1.3.1. Hosting at the Data Center in question comprises technological infrastructure equipped with resources capable of enabling the operation of the transferred software, and when hiring it is the responsibility of the **WAKE** the respective amount will be included in the monthly payment due.

1.3.2. When it is stated in the Commercial Proposal that the Software will be hosted in the Data Center directly contracted by the **CUSTOMER**, it will be its exclusive obligation to provide all the structure and information necessary to configure the Software in its environment.

2. TERM OF THIS AGREEMENT

2.1. This Agreement is concluded for the period set out in the Contract Form relating to each contract, with the term starting in accordance with the provisions of said Contract Form.

2.1.1. The conditions and deadlines for making the license available are defined in the Commercial Proposal, and are subject to payment of the installation fee, if any.

2.2. After the validity period described in the Contract Form and If there is no contrary statement from either Party in writing, 30 (thirty) days before the end of the term, this will be automatically renewed for equal and successive periods, with the payment of the monthly fee for the first month following the end of the term. initial, monetarily updated in the manner prescribed in clause 3.6 below.

2.3. If any change is made to the clauses and conditions of this standard contract, in accordance with the provisions of chapter 17, below, the amended clauses and conditions will govern the contract now concluded in its own right from the first automatic renewal subsequent to the registration of the new default text.

3. PRICE AND PAYMENT PERIODICITY

3.1. THE **CUSTOMER** will pay monthly to the **WAKE**, for the temporary license to use the Software, as well as for the selected optional products and services, the value contained in the Contract Form and detailed in the Commercial Proposal, according to the deadlines, values and other conditions described therein (the "Price"). The Price conditions and payment for Additional Resources will be established in due course in the respective Commercial Proposal.

3.1.1. The Price exclusively includes the license, the related technical services, the use within the limits established in the Commercial Proposal and their respective taxes, in such a way that partial payments of any of the amounts that make up the Price will not be admitted or accepted. Failure to comply with such determination will give rise to the application of all penalties provided for in chapter 11 of this Agreement.

3.2. Failure to use **CUSTOMER** of any of the limits of the contracted license and/or its additional Resources, as described in the Commercial Proposal, will not generate any credit or discount on the Price, as the limit now stipulated will be made available monthly.

3.3. If the use of exceeding limits is available for the contracted Software, usage measurement will be made monthly in relation to the main licensing and/or Additional Resources, covering the period from the 1st to the last day of each calendar month and the increase for its use, if any, will be charged together with the Price in the first or second month following use, depending on the processing possibilities of the **WAKE**.

3.3.1. In the event that the calculation is calculated differently, said rule will be included in the Commercial Proposal.

3.3.2. The amounts of the Main Licensing and Additional Resources used each month, for billing purposes, constitute an indivisible whole, so partial payments will not be permitted. As a result, if payment is not made in full, this will subject the **CUSTOMER** fully to the consequences of default as provided for in chapter 11 of this Agreement.



3.4. In the event of an increase in the rate of taxes levied on contracted products or the imposition of new taxes relating to them, the increased value will be immediately passed on to the price, with which the **CUSTOMER**.

3.5. Any and all additional services and/or configuration requested by the **CUSTOMER** other than those expressly provided for in this Agreement will be charged separately for **WAKE** in addition to the Price, and will depend on technical availability, with the price to be negotiated in advance at the time of request by the **CUSTOMER** and formalized through a new Hiring Form.

3.6. Regardless of what is agreed in the Contracting Form and Commercial Proposal, prices will be readjusted every 12 (twelve) months, counting from the date of this instrument, based on the positive variation of the IGPM/FGV, or index that replaces it, verified during the period.

3.6.1. It is agreed by the Parties that the condition established above remains in force in the event of any contractual renewal(s).

4. PAYMENT METHOD

4.1. After billing activation, which occurs from the first monthly payment of the **CUSTOMER**, a **WAKE** will be sent to the billing email indicated by the **CUSTOMER**, contained in the Hiring Form, the bank slip or details for depositing into the company's current account **WAKE**.

4.1.1. For the contracted products, the **CUSTOMER** will be charged monthly, **ACCOUNT DEPOSIT, BANK LETTER or PIX** you **ONLY AUTHORIZED MEANS** to make payment, each in accordance with the Service contracted and included in the Contract Form. Any payment made in a manner other than that established in the Contract Form will be considered ineffective and will not be accepted by the **WAKE** and characterizing the default of the **CUSTOMER**.

4.1.2. In the case of payment via bank slip, if the **CUSTOMER** If you do not receive it within 03 (three) days of the due date, you must inform and request it through the contact details of the **WAKE**, indicated in the Contract Form, the issuance of the 2nd copy, under penalty of, by not doing so, being subject to the effects of clause 11.4 of this Contract.

4.1.3. The payment method via deposit into an account will depend on prior validation of availability with the **WAKE**, after confirmation the **CUSTOMER** will receive the necessary data for implementation.

5. CUSTOMER'S OBLIGATIONS

The **CLIENT's** obligations are:

5.1. Comply with the phases and technical requirements contained in the scope of the Commercial Proposal for implementing and starting the activation of licensing and Additional Resources, as well as maintaining, during the term of the contract, the structure and technological means necessary for the correct functioning of the Software, as described in Commercial proposal and meeting Kickoff.

5.2. Pay promptly the Price and/or the additions relating to the use of the Software license, Additional Resources and/or excess usage costs, as provided for in the Commercial Proposal and the Contract Form, paying attention to the appropriate payment method for this purpose, as per clause 4.1.1 above.

5.3. Inform the **WAKE** any change to the data provided at the time of hiring, including changing "e-mail", under penalty of, if this is not done, all notices and notifications sent to the addresses provided in the Hiring Form will be considered valid. This informati

be carried out in accordance with the rules contained in clause 14 below.

5.4. Make available, at your sole and exclusive responsibility and costs, all the minimum technical requirements required for the **WAKE** be able to provide the contracted license and any Additional Resources contained in the Commercial Proposal.

5.5. Respect, by yourself and your employees, representatives, collaborators, agents or subcontractors, the intellectual property rights of the **WAKE**, under penalty of the sanctions applicable by this Agreement, without prejudice to possible losses and damages.

5.6. Faithfully respect the **ANTI-SPAM COMMITMENT** and **WAKE**, as displayed on the "website" <https://www.locaweb.com.br/politicas/> duly registered under nº 8668039 by the Official of the 3rd Titles and Documents Registration Service of São Paulo, Capital, on 04/11/2008, or by the text that replaces it, which becomes part of this contract, neither sending nor allowing sending any type of unauthorized communication that is or could be characterized as SPAM involving your company or website, **UNDER PENALTY OF IMMEDIATE SUSPENSION OF THE PROVISION OF THE SERVICES CONTRACTED HEREIN REGARDLESS OF NOTICE OR NOTIFICATION**. Citing as an example the sending of unsolicited advertising (direct mail) via e-mail as well as the sending of any type of unauthorized e-mail, of a general nature, and/or any other type of electronic message that leads to a complaint of any recipient of the same and/or any organism and/or individual with functions of combating and repressing the practice of **SPAM**; The practice of any act of **CUSTOMER** which results in blocking the IP of the **WAKE** by any body and/or body **ANTISPAM**; The practice of any act by **CUSTOMER** that generates the presumption, due to the **WAKE** of practice **SPAM** for the **CUSTOMER**, in the exact terms of **ANTI-SPAM COMMITMENT**.

5.7. Change the administrator password(s) used, if applicable. **WAKE** may detect that this password is below the minimum recommended security standards, with the possibility of exposing the Software to the risk of being acted upon by "hackers" and/or putting the operability of the services at risk.

5.8. Respond, exclusively, maintaining the **WAKE** harmless from any and all costs or losses, for the acts carried out by its representatives, developers, administrators and/or any and all persons who, through the intermediary of **CUSTOMER**, will have access to the administration password(s) of the contracted tool(s), as well as the one indicated to approve the campaigns, declaring acceptance of this responsibility.

5.9. Keep stored and be responsible, under the terms of the laws that apply to it, for all information in the database of its customers who expressly declare their agreement to automatic data collection (in English referred to as "opt-in") or who provide data directly; storing, in particular: IP, date, hour, minute and second in which the user requested inclusion in the database **CUSTOMER**.

5.10. Directly arrange the acquisition, licensing and installation of any and all software under the responsibility of the **CUSTOMER** necessary for the operation of the Software, as specified in the Commercial Proposal, and directly bear all its acquisition costs, being civilly and criminally liable for its correct use.

5.11. As applicable, during Initial Installation ("setup"), if the **CUSTOMER** choose to use third-party programs, you hereby acknowledge that you will be solely responsible for contracting and authorizing use to be obtained by such third parties, as well as that you will be solely responsible for complying with the terms and conditions of use and the policies applied by such third parties. **THE WAKE** will not have any responsibility for compliance with policies applied by third parties or for any changes or



unavailability in these programs, and the **CUSTOMER** maintains the **WAKE to indemnify** or otherwise exclude it from any claims that may arise against it in this regard.

5.11.1. Authorize and guarantee the **WAKE** technical and legal access to third-party software and systems used to execute the purpose of this contract, in addition to being responsible for losses and damages, before the software provider, for any dispute involving the purpose of this contract.

5.12. Manage, use or decide how to use the information received from the subject matter of this Agreement in your own activities, being solely responsible for your decisions and their effects.

5.13. Be responsible for the veracity of the information provided at the time of this contract, including with regard to the ownership of the "site" that will use the license and its domain, as well as be responsible for the veracity and accuracy of the registration information provided in the Contract Form based on the which will be defined the rules of relationship between the Parties, including with regard to replacing the administration password and access to the website, under penalty of, in case of doubt or contestation of this information, IMMEDIATE SUSPENSION OF THE RIGHT TO USE THE LICENSES HEREBY CONTRACTED INDEPENDENTLY FROM WARNING OR NOTIFICATION until the suppression of information gaps that allow doubtful or questioned points to be documented.

5.14. Be fully and exclusively responsible for the use of the database included and/or generated by the Software and for any results and/or content conveyed to its users when using the Software, given that, **WAKE** will not have any responsibility for the commercial result and/or suitability of the software for the business of the **CUSTOMER**.

5.15. Communicate to **WAKE** of possible problems and instabilities in the Software.

5.16. Declare the **CUSTOMER** be aware that the **WAKE** is not responsible for the accuracy of results arising from technical instabilities, and in this case, the **WAKE** will act promptly to resolve them.

5.17. If applicable, access the Software license remotely, through the control panel provided by **WAKE** using username and password.

5.18. Hire or develop, if you deem it necessary and/or convenient, at your own risk and expense, your own storage and conservation system for the content hosted in the software, always in accordance with the terms of this Agreement and being responsible for it. THE **CUSTOMER** you declare that you are aware and agree that, except as expressly provided otherwise in the Commercial Proposal, any of the electronic correspondence, databases, directly or indirectly related to this Agreement, are NOT THE OBJECT OF BACKUP or any other type of backup copy, so that, in cases of technical problems, they run the risk of being lost, with no possibility of recovery, except under the terms provided for by Law.

5.19. Register the website domain if necessary to use the license now granted to the competent body, bearing all fees and charges owed to the competent bodies for registration, as well as keeping your registration data updated with the domain registration body, UNDER PENALTY OF IMMEDIATE SUSPENSION OF THE RIGHT TO USE THE LICENSES CONTRACTED HEREIN REGARDLESS OF NOTICE OR NOTIFICATION.

5.19.1. For the hypothesis that the **CUSTOMER** fail to comply with the obligation to keep your registration data updated with the registration body

of domain, it is **WAKE**, if requested by third parties, authorized to provide the data it possesses regarding the name and address of the **CUSTOMER** and the person responsible for the "site" that uses the license.

5.20. Respond exclusively and fully for the activities that will generate the receipts that will be processed electronically with the use of the Software license in everything that concerns, for example, the: quality, origin and guarantee of products and services sold, faithful compliance with the contracts originating the receipts, and, for any other fact or event that is relevant to the origin of these receipts, as well as for the content of the "site", in accordance with the contracts between **CUSTOMER** and third parties and in accordance with applicable law, exempting the **WAKE** of any liability and being obliged to indemnify it in accordance with 5.23.1. below, with the option to report the dispute.

5.20.1. The use of the license does not imply any WAKE participation in operations that will generate payments that will be made electronically, transactions that will occur without any knowledge, authorization, participation or intake of Wake and on which Wake has no responsibility.

5.21. Be responsible for the improper or inappropriate use of the Software(s) and/or any products and/or services offered, as well as for any losses or damages suffered by **WAKE** or by any third party as a result of improper or inappropriate use, including maintaining the **WAKE** free and exempt from any burden, duty or responsibility arising from demands related to the provisions of this clause. If the **WAKE** is condemned in the judicial or administrative spheres, the **CUSTOMER** shall compensate it in accordance with 5.23.1. below.

5.22. It is expressly prohibited to **CUSTOMER** use the license(s) to sell products that violate current legislation in any way and/or whose sale is restricted, such as, but not limited to, the items listed below:

- a) products that infringe copyright, patent, trademark, commercial secret, among other intellectual property rights;
- b) multilevel programs, pyramids, "matrix", software and programs for which the copyright is not held, and also any other products and/or services prohibited by current Brazilian legislation;
- c) Products and/or animals whose commercialization is prohibited and/or restricted, for example, by IBAMA, ANVISA, Ministry of Health or Armed Forces;
- d) Fireworks and/or explosives;
- e) Firearms;
- f) Counterfeit and/or adulterated products;
- g) Products and/or services related to and/or that encourage prostitution and pedophilia;
- h) Products withdrawn from circulation due to governmental determination, emblematic identifications of public bodies, uniforms and/or police items or those for restricted use by the armed forces;
- i) Products that promote violence and/or discrimination of any nature;
- j) Embargoed items or items from loyal depositories;
- k) Coins and banknotes, counterfeit or not;
- l) Malicious software or programming codes (viruses, malware, or others that may cause damage to computer systems);
- m) Academic programs and/or developed for an educational entity.

5.23. In the event of a breach of clauses 5.21 and 5.22 above, the **CUSTOMER** aware that **WAKE** can promote the **IMMEDIATE SUSPENSION OF THE RIGHT TO USE THE LICENSE AND RELATED TECHNICAL SERVICES**, if the latter, after extrajudicial notification, does not take the appropriate measures in the specific case, as well



how can you promote such a suspension? **REGARDLESS OF WARNING OR NOTIFICATION** in the event of a court order to that effect.

5.23.1. Compensate, within 5 (five) days of the summons, fully and regressively, the **WAKE** in case of judicial or administrative conviction due to breach of this Agreement.

5.24 Do not remove copyright notices or any other proprietary rights or confidentiality notices from any and all technical documentation, advertising materials, teaching materials, manuals, catalogues, data or information relating to the Software(s), the services and/or the **WAKE**, its controlling companies, controlled companies, affiliates, associates and/or suppliers, as well as confidential information, eventually provided under this contract.

5.25. The license(s) made available under this Agreement may only be used by the **CUSTOMER** for the specific purpose outlined in clause 1 above, under no circumstances is it permitted to use it for different purposes, under penalty of characterizing a violation of rights subject to injunctive and compensatory measures.

5.26. Authorize and release the necessary access by **WAKE**, within the period defined in the notification in this regard, to licenses contracted for the exclusive purpose of auditing the regularity of their use, **UNDER PENALTY OF IMMEDIATE SUSPENSION OF THE AVAILABILITY OF THE LICENSE, REGARDLESS OF WARNING OR NOTIFICATION.**

5.27. THE **CUSTOMER** declares that you have read, understood and are aware of and in agreement with the Privacy Policy, cookie policy and data processing agreement, all available and accessible by <https://locaweb.company/politicas/>, which become an inseparable part of this contract.

5.27.1. THE **CUSTOMER** further declares that it is responsible to the **WAKE** for any damages caused as a result of (i) the violation of its obligations described in the documents mentioned above; or (ii) the violation of any right of Data Subjects.

5.28. THE **CUSTOMER** agrees and authorizes the free disclosure during the term of this Agreement, and for a period of up to 6 (six) months from termination, of its commercial name (trade name) and company brand (logo) in (i) printed institutional materials, such as (but not restricted to) commercial proposals from **WAKE**, and in (ii) digital materials and electronic media, digital presentations, videos, and the company's website **WAKE**, and also in various advertising actions, at the sole discretion of the **WAKE**.

5.29. At its sole discretion, and if the **CUSTOMER** fails to comply with any conditions stipulated in this topic, the **WAKE** may temporarily suspend or block access to the license until the respective correction is made.

5.30. The Customer declares to be aware that this contract does not grant him the right to use any future additional and complementary functionalities and/or licenses, to be developed by **WAKE** and/or any additional and complementary functionalities and/or licenses that are already being sold and that are not included in this Agreement, which will depend on technical availability and possible adjustments by the **CUSTOMER**.

6. WAKE'S OBLIGATIONS

WAKE's obligations are:

6.1. Provide the Software mentioned in clause 1 and provide the services described in the Contracting Form and Commercial Proposal, observing quality standards and special service standards

of this nature, as described in the Commercial Proposal ("Annex I").

6.2. Comply, jointly and depending on the correct execution of the actions entrusted to the **CUSTOMER**, the phases for starting the activation of the contracted license, schedule and any related optional services contracted.

6.3. Provide technical support in accordance with the rules in clause 14 below.

6.3.1. It is not part of the scope of activity of the **WAKE** maintenance or repair of equipment **CUSTOMER**.

6.4. Ensure the **CUSTOMER**, free of charge, access to new versions and updates of the Software during the term of this Agreement, subject to the provisions of clause 5.30 above.

6.5. Immediately block the use and access of the Software, if you receive a report that the license is being used, even without the knowledge of the **CUSTOMER**, for illicit or unauthorized practices, communicating as promptly as possible the **CUSTOMER** of this fact, so that appropriate measures can be adopted to cease such practices.

6.6. They will not be charged to **WAKE** errors, failures or any technical or systemic problems existing in third-party software or hardware, equipment used by **CUSTOMER** or possible failure of the solution's hosting platform, as it is neither the owner nor management of the system.

7. USING THE ADMINISTRATION PASSWORD

7.1. The administration password enables management, administration and programming and/or access to the contracted license and/or its additional settings, and will be forwarded by **WAKE** to the email address provided by the **CUSTOMER** and contained in the Hiring Form (this, in turn, the "Manager"), and the **CUSTOMER** change it when activating the license.

7.2. In case of loss and/or misplacement of the service administration password, a new automatic password will be sent to the Manager, with a validity period of 24 (twenty-four) business hours, under penalty of expiration and the need for a new request, and the Manager change it immediately upon receipt.

7.2.1. It is the sole responsibility of the Manager to comply with the strictest privacy when handling and using your password, as well as defining your own management and protection policy.

7.2.2. If permitted in the contracted licensing, the **CUSTOMER** You can choose to leave a secondary email address registered from the initial contract to receive the administration password, which can be used in case of any problem or impediment to the Manager email. Due to this possibility, it is always understood, for the purposes of applying the provisions of chapter 7 of this Agreement, that "electronic email address for sending the program administration password" will be both the main and secondary address, if it is registered by **CUSTOMER**.

7.3. Whenever the **CUSTOMER** request the **WAKE** the administration password registered and/or changed by him, the **CUSTOMER** make such a request via the email registered in the Manager Hiring Form. In this case the **WAKE** is authorized to ignore the password previously registered by the **CUSTOMER** and send a new password to the Manager.

7.3.1. Possession of the password will give the holder not only broad powers to manage and administer hosted licensing, but also broad powers to electronically change the password itself. Responsibility for allowing access to the password to anyone rests with a single account and



exclusive to the **CUSTOMER** once the **WAKE** does not have any influence on the availability of the use of the password initially provided.

7.4. Only the email registered by **CUSTOMER** will receive the administration password and its possible replacements and changes, and the responsibility for allowing access to the password to anyone rests with the sole and exclusive account of **CUSTOMER**, since the **WAKE** does not have any influence on the availability of the use of the password initially provided.

7.4.1. In the event of a dispute over possession of the license administration password, access to it and, consequently, the content, the Software will be blocked until the interested parties reach an agreement, in writing, and inform the same to the **WAKE**.

7.4.1.1. Disputes over possession of the administration password, justifying its blocking, are characterized by the sending of more than two replacement requests made by legitimate people within a period equal to or less than 7 (seven) calendar days, in addition to any other requests that may be made expressly by any of the persons entitled to request this replacement.

7.4.2. In case of a request to replace the email address for sending a password, the **WAKE** It will only assist you upon presentation, by the applicant, of documents proving their legitimacy. After this presentation, the **WAKE** will send the new password to the "email" address indicated in the replacement request.

8. COPYRIGHT PROTECTION OF THE SOFTWARE

8.1. All software, its components, additional configurations, technologies, algorithms, evolutions and related systems present in this Agreement and its Annexes were developed by **WAKE** and are composed of domain names, programming codes and secrets under the protection of Laws 9,609/98 (Software Law), 9,610/98 (Copyright Law) and other applicable laws and regulations. The licensing agreed here does not transfer to the **CUSTOMER** ownership or title to the Software, its tracking, source codes and/or any components, it is up to the **CUSTOMER** only the right of use restricted to the terms of this Agreement.

8.1.1. Any customization or modification to the Software requested by **CUSTOMER** and implemented by **WAKE**, which directly or indirectly expands the current functionalities of the Software, are the exclusive property of **WAKE**, as well as all copyrights and other related rights.

8.2. Violation of copyright and any other intellectual property owned by **WAKE** will subject the offender to the penalties prescribed in applicable legislation, including, but not limited to, Law 9,609/98, as well as compensation for damages caused, without any limitation, allowing the **WAKE** terminate this Agreement and adopt all civil, administrative or criminal measures that it deems necessary to preserve your rights.

8.3. THE **CUSTOMER** agrees and refrains from taking any steps in favor of, and shall take steps necessary to prevent, any acts of reverse engineering, decompilation, component disassembly, copying or attempt to obtain unauthorized source code equivalent to any part of a or more software or languages that make up the Software, its components, algorithms and/or evolutions, for any purpose whatsoever, including the development of a product similar or not to the Software, at any time during or after the term of this Agreement, as well as not competing in the offer of similar products during its term and up to 05 (five) five years after its end.

8.4. THE **CUSTOMER** will indemnify and exempt the **WAKE**, without limitation, of any and all losses incurred by it associated

with the infringement for the **CUSTOMER**, and/or a third party's claim of infringement of any patent, copyright or other Intellectual Property (including misappropriation of trade secrets) relating to the Software.

8.5. Any procedure that involves renting, leasing or lending, whether total or partial, the system and Software to third parties is prohibited.

9. INTERRUPTION OF THE RIGHT TO USE THE USE OF THE AIR LICENSE AT THE REQUEST OF AUTHORITIES

9.1. Declare the **CUSTOMER** be aware that, in the event of a court order to suspend the right to use the license by the **CUSTOMER** and/or by **WAKE**, it will be complied with immediately and regardless of prior knowledge to the **CUSTOMER**, who may be notified of the suspension after it occurs.

9.2. In the event of an order issued by any non-judicial public authority, for the protection of consumers, children and youth, the popular economy, personal data or any other public, diffuse or collective interest legally protected or any other authority legitimized to do so, the **CUSTOMER** will be informed of the same and, if, within a maximum period of 72 (seventy-two) hours from the date of becoming aware of it, a court order authorizing the continued use of the license is not obtained, it will be suspended regardless of further notice or notification. The period set out here may be reduced according to the period issued by the competent authority to fulfill the obligation.

10. SECRECY AND CONFIDENTIALITY

10.1 The parties agree that the information, which includes, but is not limited to, contained in the database (including any personal data), projects, reports, technical description, industrial secret relating to the Software, the analytics carried out, electronic correspondence (e-mail) that passes through, as well as other information revealed by any means by the **WAKE** to the **CUSTOMER** due to this Agreement (the "Confidential Information"), are covered by the secrecy and confidentiality clause, and the Parties cannot, except in cases of order and/or request and/or judicial determination of any kind and/or order and/or request and/or determination of public authorities in order to clarify facts and/or circumstances and/or instruct ongoing investigation, inquiry and/or complaint, reveal Confidential Information to third parties.

10.2. A **WAKE** will not be responsible for any disclosure or improper disclosure of Confidential Information resulting from acts of employees, agents, collaborators or persons authorized by **CUSTOMER** nor those resulting from the criminal or irregular action of third parties ("hackers") outside the limits of avoidability or technical impediment capacity at the time they occur.

10.3. Information that, for reasons other than those arising from this Agreement, (i) is owned by one of the Parties and becomes public through the liberality of the party holding the information, (ii) becomes public by order issued by the authority will not be considered confidential. competent authority, or (iii) there was no duty of confidentiality at the discretion of the Party holding the information.

10.4. If there is a determination issued by a competent authority, the Party that receives it must communicate it to the other, in the exact terms of the request, except in the case of judicial secrecy or secrecy requested by the competent authority, within a reasonable period of time so that the Party holding the Confidential Information can take necessary or appropriate measures.



10.5. The obligation of confidentiality is applicable throughout the term of this Agreement and for a further 30 (thirty) days after the end of its term.

11. CANCELLATION, WITHDRAWAL, TERMINATION, DEACTIVATION AND CONTRACT PENALTIES.

11.1. Either Party may terminate this Agreement at any time, as long as the other Party is informed in writing, including by email, which must be sent from or to the email indicated in the Hiring Form as Contract Manager, with the minimum advance notice described in the Contract Form, with this Agreement being terminated by law simply by the expiration of the term.

11.1.1. Without prejudice to the provisions of clause 11.1, the request to terminate the Contract, during its term, whether initially or during the respective renewals, may result in the parties incurring penalties that will be described in the Contract Form, if applicable to the contracted license.

11.2. If the **CUSTOMER** contract a License whose operation involves a minimum commitment ("commit"), installation, configuration, integration and/or development of a customized layout to the **CUSTOMER** and this Agreement is terminated early, for any reason whatsoever, whether during or after the period necessary to effectively begin using the License, declares the **CUSTOMER** be aware and agree that you must pay in full all outstanding monthly payments relating to such costs, in accordance with your Contract Form and Commercial Proposal.

11.2.1. Regardless of the time of early termination of the Contract, the fee for installation, configuration, integration and/or development of the personalized layout will not be refunded, not even partially or proportionally, as it is intended to remunerate specific service that will already be provided. been fully provided.

11.3. In cases where early termination, for whatever reason, determines a credit balance in favor of the **WAKE**, the amount due must be paid within a maximum period of 5 (five) days from communication, by **WAKE**, regarding the amount due, under penalty of **CUSTOMER** incur the late payment penalties provided for in clause 10.6 below.

11.4. In case of delay in payment of any amount due as a result of this Agreement, the amount due will be subject to a late payment fine of 2% (two percent), default interest of 1% (one percent) per month, in addition, for delays equal to or greater than 30 (thirty) days, monetary correction calculated by the variation of the IGP-M/FGV from the due date, until the date of actual payment, even if this takes place in court, leaving the **WAKE** authorized to, in cases of delays lasting more than 5 (five) days, immediately suspend this contract, regardless of new notice and/or notification.

11.4.1. If, for any reason, any amount due under this contract is paid late and/or without the inclusion of fine, interest and monetary correction, the obligation will not be considered fulfilled, leaving the **WAKE** authorized to include missing amounts and/or unpaid additions in the subsequent monthly payment.

11.5. THE **CUSTOMER** declares to be aware that in case of default, the **WAKE** will report it to the credit protection bodies, being entitled to do so in the event of a delay equal to or greater than 15 (fifteen) days in the payment of any amount arising from this Agreement, whether in relation to the main licensing or in relation to the Resources Additional.

11.6. Regardless of the late payment penalties listed above, delay in payment of any amount arising from this Agreement for a period equal to or greater than 30 (thirty) days

after expiration, will result in the full right termination of this, regardless of notice or notice, authorizing the **WAKE** to suspend the availability of the license and provision of contracted services, with the incidence of the values provided for in clauses 11.1.1, 11.3 and 11.4, if applicable.

11.6.1. The contractual charges due during the period in which the License is maintained and/or the service(s) continue to be provided until its interruption will be due in full, together with the other applicable penalties and provisions in this Agreement, making the total thus calculated promptly due and payable.

11.7. The non-compliance by any of the parties with any of the other obligations assumed in chapters "5", "6", "8" and "10" of this Agreement.

11.7.1. In the event of termination of this Agreement due to default, under the terms of clause 10.7., the party that gives rise to the termination, except in cases of termination due to non-payment which has its own rule, will be responsible for paying the losses and damages caused to the innocent party, such losses and damages being already pre-fixed at 20% (twenty percent) of the effective value of the contract, understanding as such the value of the monthly fees that have been paid by the **CUSTOMER** has **WAKE** in the last 12 (twelve) months of the contract or during its full term, if it is less than 12 (twelve) months on the date of termination, **WITH RECIPROCAL WAIVER OF THE PARTIES TO SUPPLEMENTARY INDEMNIFICATION FOR ANY TITLE OR FOR ANY JUSTIFICATION.**

11.8. The Contract will be considered fully terminated if any of the parties have declared bankruptcy or civil insolvency or, even, in the event of a request for judicial recovery.

11.9. In the event that the **WAKE** be obliged to compensate or be applied any penalty arising from a consumer relationship due to the activity carried out by the **CUSTOMER**, the latter must fully reimburse the **WAKE** within 10 (ten) days, counting from the communication, with the values updated by the IGP-M/FGV.

11.10. If imposed on the **WAKE** any fine or penalty by national and/or international bodies and/or organizations due to practices and/or accusations of practices of spam for the **CUSTOMER**, your **WAKE** is charged by such bodies and/or organizations to exclude it from the list of spam senders due to acts carried out by the **CUSTOMER**, it remains **WAKE** hereby authorized to include this amount(s) in the monthly billing notice of the **CUSTOMER**.

11.11. If the **CUSTOMER** exceeds any of the limits made available by **WAKE** and/or is classified as spammer (acronym in English used to define the sending of unauthorized electronic correspondence that poses a risk to the security of third party information) and/or registered with "blocklist" of any bodies that regulate the sending of electronic correspondence, whether national and/or international, is aware and agrees that the service may be suspended, at the sole and exclusive discretion of **WAKE**, immediately and independently of any notice and/or notification. In this case, if the **CUSTOMER** does not meet the requirements required to regulate the sending of communications, the contract will be considered by the **WAKE** as terminated by operation of law, regardless of the application of the penalty set out in clause 10.7.1 above.

11.13. Upon termination of this Agreement, whatever the reason, the Parties must immediately: (i) cease making the license available and (ii) ensure that all installed links pertinent to this Agreement have been removed.



12. STORED DATA

12.1. Unless otherwise provided in the Commercial Proposal, this Agreement ceases to be in force, for any reason whatsoever, the **CUSTOMER** authorize a **WAKE**, freely and at no additional cost to you, to keep your existing data in the database, stored for a period of 30 (thirty) days, counting from the date of termination of the Contract. After the period of 30 (thirty) days, the erasure (deletion) of data will be in accordance with the Privacy Policy and Terms of Use of **WAKE** and regardless of any warning or notification, operating definitively and irreversibly, only data being protected that, due to legal obligation, must be maintained, within the deadlines and forms provided by law.

12.1.1. The maintenance of database data stored by **WAKE** will not allow third party access. Just the **CUSTOMER** and during a maximum period of 30 days after the end of the Agreement, using your administration password you may transfer such data, this transfer being your sole responsibility.

12.1.2. ON-PROMISE solutions will not allow the maintenance of data and/or information after the end of the Contract, and it is the customer's sole responsibility to transfer the data they deem necessary until the end date of the Contract.

13. REPRISTINATION

13.1. In the event of termination of this Agreement due to non-payment of any amount due by **CUSTOMER**, if the **CUSTOMER** expressly expresses its desire to revalidate the Agreement and resume use of the License, the **CUSTOMER** may have been granted the reinstatement/reactivation of this Agreement, which will come back into force in all its express terms, if (i) there are technical conditions for this, (ii) the data of the **CUSTOMER** existing in the contracted License have not been deleted, and (iii) the **CUSTOMER** pay in full the outstanding amounts and all penalties contractual agreements now agreed, enabling the resumption of the provision of the service(s), in this case, it will take place within 48 (forty-eight) hours from confirmation of payment of the amounts due in arrears.

14. SERVICE RULES FOR TECHNICAL SUPPORT

14.1. A **WAKE** will meet the **CUSTOMER** in accordance with the contact indicated in the Contract Form, which is recognized by both Parties as suitable for this purpose, respecting the following service limits described below:

14.1.1. For requests made **on business days and between 09:00 and 18:00, considering the official time of Brasília/DF and the calendar of the contracted company's headquarters**, the deadline for the first service will be a maximum of 72 (seventy-two) working hours for emergency and corrective maintenance aimed at resolving technical failures (in English defined as "bugs") in the usual use of the software. Requests made outside the aforementioned time window will be attended to from 9:00 am on the first business day following the request, counting from then onwards the deadline for the request. **WAKE** for the first service;

14.1.2. Failure to comply with the deadlines established above will not give rise to the application of fines and/or any penalties to **WAKE**.

15. COMMUNICATION BETWEEN THE PARTIES

15.1. Contacts and/or simple communications between the contracting parties, for everything arising from this Agreement, will be those set out in the Contract Form and may include email, chat, telephone, etc. , means accepted by both parties as a suitable instrument for this purpose.

15.2. The electronic contact address for each party will be the one contained in the Contract Form.

15.3. For everything that concerns requests for the inclusion and exclusion of Additional Resources, complaints and any other matter that depends on proof, registration or documentation, THE ONLY CABINET METHOD for any of these purposes, except in the cases in which this Agreement expressly provides for otherwise, it will be via email indicated in the Hiring Form, observing the rules stipulated in clause 5.3 above.

16. GENERAL PROVISIONS

16.1. This Agreement does not attribute to the **CUSTOMER** right of exclusivity, declaring that they are aware and agree that the **WAKE** may license the software(s) and its related technical services freely, as well as, and commercialize it(s) in the market according to its exclusive criteria.

16.2. This Agreement does not create any employment relationship between the parties and their respective employees, and each Party will be solely and exclusively responsible for the employees it hires and there will be no type of interference or subordination between the parties.

16.3. This Agreement binds the parties and their successors, in any capacity.

16.4. The declaration of invalidity or unenforceability of any item or clause of this Agreement will not invalidate the others, which remain in force.

16.5. The contracted obligations are, for all purposes, liquid, certain and enforceable and this contractual instrument constitutes an extrajudicial executive title in the form of article 784, III of the Code of Civil Procedure to give rise to executive action or credit authorization.

16.6. There is no relationship of a corporate nature, neither in fact nor in law between the contracting parties, only a service provision contract and software use license.

16.7. This Agreement replaces any other verbal or written agreement signed between the parties that provides for the same subject matter.

16.8. The Commercial Proposal and the Contracting Form are an integral and inseparable part of this.

16.9. This Agreement may only be modified upon signature of the Addendum by both Parties.

16.10. This Agreement, its rights and obligations, may not be assigned in whole or in part without the prior written consent of the other Party. Notwithstanding the provisions of this clause, the **WAKE** is hereby authorized to assign the rights and duties contained in this Agreement to companies in its economic group without the need for any additional formality.

17. REGISTRATION, CHANGES AND TECHNICAL TERMINOLOGY

17.1. Since this contract is exclusively celebrated electronically so that there is no contractual means signed, for the purpose of ensuring full access and guarantee of knowledge of **CUSTOMER** regarding the clauses and conditions that govern this contract, as well as for advertising purposes and knowledge of third parties, this standard contract and its subsequent changes will be registered at the 2nd Titles Registry Office and Documents of São Paulo, Capital, and the number of record of the contractual version in force and its date will appear of the contract viewed on the company's Contracts and Policies website **WAKE** being hired.

17.2. A **WAKE** may promote changes to clauses and standard contracting conditions, upon new registration



standard contract that will replace the previous one. Each renewal of this Agreement that occurs under the terms of its chapter 2, above, will be carried out in accordance with the rules contained in the STANDARD CONTRACT in force on the effective date of the renewal period and/or upon acceptance of a Hiring Form.

17.3. If the provision offer is terminated, for new contracts, any contracted licensing and/or any of its additional settings, the continuation of this Agreement resulting from previously concluded contracts will depend on the availability and interest of **WAKE**.

17.4. If, under the terms of clause 17.3, above, the continuity of the provision of this Licensing(s), this provision will be regulated:

17.4.1. By specific contractual provisions relating to the specific product in force at the time of the last offer of your provision, and can be measured by the last contract registered through the which product was offered, and;

17.4.2. By generic provisions applicable to all services provided in the contract in force on the start date of validity of each renewal period.

17.5. If there is no longer the technical possibility of providing any optional service, its value will be deducted from the future monthly payments, without changing the other clauses and contractual conditions.

17.6. If the main service stops being provided, the **WAKE** will communicate this fact to the **CUSTOMER** in advance of the expiration date of the current contractual term. Upon cancellation of the main service, equally, all additional ones.

17.7. To clarify possible doubts regarding technical terminology used on the internet that may be relevant to the interpretation of this contract, the definitions contained in the glossary on the company's Contracts and Policies website will prevail. **WAKE** being hired.

18. JURISDICTION

18.1. As **PARTIES** elect the forum of the city of São Paulo to resolve all doubts or disputes resulting from the execution of this.

São Paulo, May 22, 2023.

LOCAWEB SERVICES OF INTERNET S/A
02.351.877/0001-52



ANNEX I

LIST OF COMPANIES AND POTENTIAL CONTRACTORS, WHICH CONSTITUTE WAKE:

CORPORATE NAME	CNPJ	ADDRESS
LOCAWEB SERVICOS DE INTERNET LTDA	02.351.877/0004-03	Rua Itapaiuna, 2.434, Jardim Morumbi, 1st Floor, Room 04, São Paulo/SP, CEP: 05.707- 001
IDERIS TECNOLOGIA DA INFORMACAO LTDA	20.306.151/0001-80	Rua General Aristides Athayde Junior, 208, Bigorrilho, Curitiba/SP. ZIP code: 80.730-370
FBITS DESENVOLVIMENTO DE SOFTWARE S.A.	03.322.197/0001-73	Rua Doutor Pedrosa, 151, Conjunto 902, 09th Floor, Condomínio The Five Centro, Curitiba/PR, CEP: 80.420-120
SAMURAI EXPERTS DESENVOLVIMENTO DE SOFTWARE LTDA	28.594.748/0001-89	Rua Itapaiuna, 2.434, Jardim Morumbi, 1st Floor, Room 10, Part I, São Paulo/SP, CEP: 05.707-001
SÍNTESE SOLUÇÕES PRODUTIZADAS LTDA ME	18.008.990/0001-70	Rua Cardeal Arcoverde, nº 1749, block A, rooms 81/82, Pinheiros, CEP 05408-003, São Paulo – SP