

GENERAL CONTRACTING TERMS AND CONDITIONS

T-SYSTEMS DO BRASIL LTDA.
and/or
T-SYSTEMS TELECOMUNICAÇÕES E SERVIÇOS LTDA.

1. DEFINITIONS

1.1. By means of interpretation of this document, the terms used herein shall have the meanings ascribed to them below:

- **T-Systems:** T-Systems do Brasil Ltda., a limited liability company with its main office located at Rua Olimpíadas, n. 205, 3rd floor, City of São Paulo, State of São Paulo, Zip code (CEP): 04551-010, duly registered in Brazilian Corporate Taxpayers Register (CNPJ) under number 04.426.565/0001-96, and/or
T-Systems Telecomunicações e Serviços Ltda., a limited liability company with its main office located at Rua Olimpíadas, n. 205, 4th floor, City of São Paulo, State of São Paulo, Zip code (CEP): 04551-010, duly registered in Brazilian Corporate Taxpayers Register (CNPJ) under number 04.501.314/001-29, as the case may be and in accordance to the scope of the Services of each of parties, as defined in the Proposal.
- **Client:** legal entity, natural person or governmental entity, to whom the Proposal is directed addressed to, according to definition of the Proposal.
- **Proposal:** any document submitted by T-Systems to the Client, that reflects the terms and conditions for the offering of the Services, i.e., Technical Proposal, Commercial Proposal and this Instrument.
- **Services:** rendering of services and/or supply of Equipment and/or software, by T-Systems to Client, within the scope defined by the documents that constitute the Proposal.
- **Software:** any and all computer program used by T-Systems or by the Client for the execution of the Services, according to the description of the Proposal sent by T-Systems to the Client, as well as all documentation related to the Software, additional to the Proposal, if existent.
- **Contract:** agreement to be executed between T-Systems and the Client in order to govern the rendering of the Services foreseen in the Proposal.

- **Equipment:** hardwares, softwares, files, data, as well as all and every object supplied by T-Systems to the execution of the Services contained in the Proposal or in the Contract.

2. APLICATION

2.1. This document sets forth the GENERAL CONTRACTING TERMS AND CONDITIONS (the "Instrument") and is integral part of the Proposal sent by T-Systems to Client.

2.2. For all purposes this Instrument shall be deemed an integral part of any agreement, correspondence, document or contract between T-Systems and Client, as well as any proposal and/or purchase order issued by any Party in accordance with the services rendered, until the signature of a **Contract** between the Parties.

2.3. Client's express or implied acceptance of the Proposal shall entail automatic and full acceptance of the terms and conditions set forth herein.

2.4. The Proposal and this Instrument shall be deemed implicitly accepted upon the start-up of the rendering of the Services by T-Systems to Client, irrespective of the formal acceptance or the execution of a specific Agreement for that purpose.

2.5. This Instrument shall not be deemed amended or in any way affected by any terms and conditions of the Client, except if such amendment is expressly confirmed in writing by T-Systems. Any and all Purchase Orders and/or Requests shall be deemed accepted and mandatory for T-Systems, provided that T-Systems has confirmed in writing the receipt thereof and its feasibility in the performance of the Services under the terms and conditions specified in the respective Purchase Order and/or Request.

2.6. The Client's standard terms and conditions shall not be considered an integral part of the Proposal or of this document, even if included in Bid Notices, RFP's, Letters of Acceptance or Statements of Acceptance issued by the Client.

2.7. In the event that the Parties enter into a definitive **Contract** that rules the rendering of the Services object of the Proposal, all documents of the Proposal (including this Instrument) shall be incorporated to the Contract as its Appendix, and will complement and/or clarify the conditions of the Contract. In case of conflict, the provisions of the Contract shall prevail.

3. OBJECT

3.1. The object of this Instrument is to define the general conditions for the rendering of the Services by **T-Systems** to the **Client**.

3.2. The Services to be rendered by **T-Systems** shall be those specified in the documents that constitute the Proposal.

3.3. In the case of conflict between the general conditions stipulated in this Instrument and any specific provision set out in the Proposal, in the Contract or in any document, the following order shall be followed:

1. Contract (if existent);
2. Commercial Proposal;
3. Technical Proposal;
4. This Instrument; and
5. The recent documents above the older ones.

4. EFFECTIVENESS

4.1. This Instrument will become effective on the date of the commencement of the services or on the date of the acceptance of the Proposal, and shall remain in place (a) until the conclusion of the Services provided by T-Systems, as well as the accomplishment of the obligations of the Client such as Acceptance, payment etc; or (b) if the Parties enter into a definitive **Contract** to govern the execution of the Services, until its termination, unless otherwise established in the referred Contract.

4.2. Unless otherwise provided for in the Proposal, the Proposal shall be valid for thirty (30) days as of its issuance. The effectiveness may be extended at T-Systems' exclusive discretion, by a written notification sent by T-Systems to the Client.

5. PRICES

5.1. The prices to be paid by the Client to T-Systems for the rendering of the Services shall be those defined in the Proposal.

5.2. The prices mentioned in the Proposal are in Reais, in U.S. Dollar, in Euros or in other foreign currency, according to the country where the Services or part of them are originated, and shall be paid in Reais directly to T-Systems, in accordance with the invoice issued by T-Systems to the Client.

5.3. Any modification in the applicable law or in the economic scenario that may occur after the date on which the Proposal is delivered, and that causes a direct impact on the conditions and prices submitted in the Commercial Proposal, will cause the Parties to enter into negotiations, so as to preserve the economic and financial balance of the Proposal, as per articles 317, 478 and 479 of the Brazilian Civil Code.

5.3.1. The Parties hereby agree that, if the Proposal include supply of Equipment, supply of software, and/or rendering of services valued in U.S. Dollar or in other

foreign currency, due to its foreign origin, any variation in the exchange rate of the foreign currency that gives rise to a change in the exchange rate greater than five percent (5%) in relation to the currency exchange rate on the date of the Proposal must be understood as a material change in the economic scenario, and shall entail the revision, by T-Systems, of the values set out in the Proposal.

5.4. The prices offered in the Proposal considered the scope and total volume of the Services offered in the Proposal, according to Client's request. In case of any changes to the scope and/or volume of the Services, T-Systems may review the prices offered in the Proposal, in order to adjust them to the new scope of Services requested by Client. In this case, T-Systems shall submit a new proposal to be reviewed and accepted by Client and confirmed by T-Systems.

5.5. The prices mentioned in the Proposal include the taxes applicable to the Services described in the Proposal in the date of its issuance, unless otherwise established in the Proposal.

5.5.1. If, during the effectiveness of the Proposal, new duties, taxes and/or social insurance, social security or labor-related charges and/or contributions are created, or their current rates modified, or in any way T-Systems' burden in connection with the provision of the Services be increased or reduced, the amounts to be paid pursuant to the Proposal shall be revised as to reflect such modifications, and any difference resulting from such modifications shall be immediately offset.

5.5.2. All duties, taxes and/or social insurance, social security or labor-related charges and/or contributions, applicable to the payment done according to the Proposal or related to them, shall be the responsibility, retention and payment, according to the case, as determinates the applicable law.

5.6. Except if otherwise established in the Commercial Proposal, Client shall be responsible for the expenses of T-Systems' employees and/or contractors to travel for the execution of the Services, as set out in the Proposal, including, but not limited to, transportation, food and lodging, as well as any additional charges that may be levied in the Services to be rendered (such as health hazard allowance, extra allowance for night work or risk premium as required by Brazilian law).

5.6.1. The travels expenses of Client's responsibility, when incurred by T-Systems, shall be reimbursed by Client,

after the approval of the respective expenses report.

6. PAYMENT CONDITIONS

6.1. Once the Services described in the Proposal start to be provided, and after the first month of the execution, T-Systems will initiate the issuance of the invoices to be paid by Client. Unless otherwise established in the Proposal, the invoices shall be due fifteen (15) days after their issuance date.

6.1.1. In case of doubts or divergence in the invoices, the Client shall pay the undisputed part and communicate in writing T-Systems, in a term of ten (10) days from the receipt of the invoice, the reason of the opposition as well as the contested value.

6.1.2. If the Client does not communicate T-Systems as per the conditions set forth in item 6.1.1, the issued invoice will be totally due to T-Systems and, if not paid, shall be submitted to the penalties specified in item 6.2.

6.1.3. T-Systems shall have the maximum period of 30 (thirty) days from the date it receives the document that presents the claim of the Client to proceed the due verifications and to communicate, in writing, the result of the mentioned verification. If T-Systems does not respond the claim after this period, the claim will be considered valid.

6.1.4. If the claim is considered total or partially valid and the payment of the contested value had already occurred, the Client will receive the respective value as a credit in the next invoice to be issued by T-Systems.

6.1.5. If the claim is considered total or partially unfounded and the Client has not paid the contested value, the value considered unfounded shall be submitted to the penalties specified in item 6.2.

6.2. If the Client fails to pay T-Systems any amount on the due date, the Client shall pay the amount added to a penalty of 2% of the amount of the invoice plus interest at the rate of 1% per month, on a *pro rata die* basis.

6.2.1. If the delay of the payment is more than thirty (30) days, T-Systems may, at its sole discretion, and without prejudice to the measures established in item 20.1, interrupt the execution of the Services without any prior notice to Client and without prejudice to any measures

that may be taken to claim contractual charges. The reestablishment of Services shall occur after the payment of the amounts in arrears, plus penalty and interest accrued as agreed herein.

6.3. In case of any delay in the implementation of the Services, according to the Services schedule, caused by the Client or third parties related to the Client, which prevents T-Systems from completing tasks linked to payment installments, the payment shall be made on the date initially agreed by the Parties for the performance of the scheduled Services.

7. READJUSTMENT

7.1. If the Services included in the Proposal are rendered within a period shorter than one year, its price will not be readjusted. If any payment is made after one (1) year of the date of the Proposal, provided that the rendering of the services after the one (1) year period is not caused solely by T-Systems default in compliance with its contractual obligations, the prices to be paid for such Services will be automatically readjusted, irrespectively of prior notice, according to the readjustment conditions set out below.

7.2. The prices offered in the Commercial Proposal shall be annually readjusted according to the General Market Price Index (IGP-M), published by the Getúlio Vargas Foundation (Brazil), as of the date of the Commercial Proposal, or within the shortest period of time allowed by applicable law, or according to any other index that may be mutually agreed by the Parties.

7.3. In the event that the frequency of the readjustment is modified by the applicable law, the Parties agree that the value of the Proposal will be readjusted in the minor term stated by law.

7.4. T-Systems is hereby authorized to assign the credits arising from this Proposal to a financial institution of its choice, without the need for prior notification to the Client, pursuant to article 286 of the Civil Code.

8. RENDERING OF THE SERVICES

8.1. T-Systems will render the Services specified in the Proposal through its own employees or third parties contractors duly qualified for the rendering of the Services. T-Systems shall be solely responsible for the selection of employees or third parties contractors allocated to the rendering of the Services.

8.2. T-Systems shall not be responsible for any

service or obligation not expressly specified in the Proposal as a part of the scope of the Services offered, unless otherwise agreed by the parties, in writing, by means of execution of a specific agreement.

8.3. T-Systems shall not be required to perform the Services in total or in part, in case of technical or commercial conflict between the Parties.

8.4. If the Services include the licensing of a T-Systems' software to Client or the development of Software by T-Systems, the use of said software will be conditioned to the T-Systems' Standard Software License Agreement.

8.4.1. Client agrees that if Client initiates the use of any software related to the Services, Client will be considered as providing fully consent to all terms and conditions of T-Systems Standard Software Licensing Agreement applicable at that time.

8.5. If the Services include any Software which is property of other supplier than T-Systems, its use shall be governed by the Supplier Standard Software Licensing Agreement, as well as the related documentation valid at the time of the licensing of the Software to the Client.

8.6. If the Services include Data Center Services Portfolio Elements then customer acceptance of the Proposal includes the acceptance of Planned Maintenance Windows according to the following explanation as a precondition for the Services rendering.

Data Center Services Portfolio Elements comprises the following offerings:

- Housing (Colocation) for customer's own equipments in T-Systems' Data Centers;
- IaaS (Infrastructure as a Services) when T-Systems offering comprises computing power and / or data storing capabilities and Professional Services can be kept by the customer or optionally requested from T-Systems;
- Hosting when T-Systems supplies computing power, data storing, and professional services as a package; Hosting can be for Open Systems (OSI) like Windows Server, Linux, UNIX and Mainframe Systems (MSY) like ZOS. Hosting platforms can be shared (many T-Systems customer shares physical IT resources) or dedicated (exclusive of one customer).

The following general conditions apply to Planned Maintenance Windows:

- (a) Each Service demands a different quantity of

Planned Maintenance Windows per calendar year. Refer to the table "Data Center Services and Maintenance Windows" in this topic for details;

- (b) T-Systems commits to issue during the 4th quarter of a calendar year the schedule of the Planned Maintenance Windows for the next calendar year;
- (c) Each Planned Maintenance Windows represents a risk for the service availability. In case the maintenance procedure requires Service interruption, this unavailability interval will not impact SLA evaluation;
- (d) T-Systems commits to detail the actions for the maintenance and outline required Service interruption during the Planned Maintenance Window 3 (three) months prior to the scheduled maintenance date;
- (e) Maximum time (in hours) of Service unavailability due to Planned Maintenance Windows varies according to the Service. T-Systems will do everything to reduce the downtime to a minimally required level.

Data Center Services and Planned Maintenance Windows				
Portfolio Service Element	Max. # Events (Year)	Scheduling Condition	Max. Down-time (Year)	Remarks
Housing (Tier 3 DC)	N/A	N/A	N/A	No Planned Maintenance window represents risk of service unavailability. This service purely includes Power and air conditioning.
Housing (Tier 2 DC)	N/A	N/A	N/A	No Planned Maintenance window represents risk of service unavailability. This service purely includes Power and air conditioning.
Std Hosting: DCS OSY Shared Platform	2	Informed / Compulsory	8 up to 16	Normally one event with downtime and one event as "risk" time. However, T-Systems may require to use two downtimes per year This service includes Servers, Storage, network and firewall for DCS
Std Hosting: Virtual Classic OSY Shared Platform	2	Informed / Compulsory	8 up to 16	Normally one event with downtime and one event as "risk" time. However, T-Systems may require to use two downtimes per year This service includes Physical Servers, Virtual Classic servers, Virtual Classis Storage and shared network and firewalls.
Std Hosting: AppCom OSY Shared Platform	4	Informed / Compulsory	8 up to 16	4 events per year of which maximum 2 may have a downtime of maximum 8 hours each. The other maintenance events are "risk only". This service includes Servers, Storage, network and firewalls for AppCom.
Std Hosting: DSI OSY Shared Platform	4	Informed / Compulsory	8 up to 16	One event with downtime. The other 3 events are "risk only" maintenance. This service includes Servers, Storage, network and firewall for DSI
Std Hosting: DSI OSY Dedicated Platform	4	Agreed	8 up to 16	One event with downtime. The other 3 events are "risk only" maintenance. This service includes Servers, Storage, network and firewall for DSI
Non-Std Hosting: OSY Dedicated Platform	2 + N	Informed / Compulsory + Agreed	8 up to 16 + N	Final condition depends upon the solution designed. In case of utilization of any shared components for networking, security and data storing then its compulsory the maintenance windows for these layers (2 events and 8 up to 16 hours unavailability per year). Maintenance windows for dedicated resources are described in the technical proposal (N events and N hours of unavailability per year).
Std Hosting: MSY Shared Platform	1	Informed / Compulsory	12	

Specific conditions in the Technical Proposal can include additional information and explanation on Planned Maintenance Windows. Nevertheless, the conditions herein specified can't be overlapped by any information included in the Technical Proposal excepted if clearly stated in this document.

9. SUBCONTRACTING

9.1. As set forth in clause 8.1. T-Systems may, at its sole discretion, fully or partially, subcontract the rendering of the Services from third parties.

9.2. T-Systems will supervise the Services provided by its subcontracted parties, and will be responsible before Client for all acts performed thereby.

10. COSTS OF EQUIPMENT ADDITIONAL MOBILIZATION AND DEMOBILIZATION

10.1. Client agrees that all costs incurred by T-Systems for any additional mobilization or demobilization of Equipment and personnel other than those set out in the Proposal, and not resulting from T-Systems' exclusive fault, will be borne exclusively by the Client.

11. INSURANCE

11.1. The risk of loss of the Equipment or Software provided by T-Systems under the conditions set forth herein, will be transferred to Client upon the delivery of them to the Client.

11.2. Client warrants T-Systems that Client will contract and maintain insurance that covers the outstanding amount of Equipment provided for the rendering of the services.

11.3. In case T-Systems lease Equipment to the Client, the Client undertakes to contract and maintain an insurance for the total amount of the leased Equipment and for the period during which the Equipment remain under Client's possession.

11.4. The Client shall contract insurance for the Equipment from an insurance company of recognized credibility, and include T-Systems as the beneficiary in the insurance policy.

12. T-SYSTEMS' OBLIGATIONS

12.1. Without prejudice to any other obligations set forth in this Instrument, T-Systems obligations are:

(a) to provide the Services contracted pursuant to the conditions defined in the Proposal; and

(b) to supply the Equipment pursuant to the quantities and conditions specified in the Proposal.

13. CLIENT'S OBLIGATIONS

13.1. Without prejudice to any other obligations set forth in this Instrument, Client's obligations are:

(a) to timely make the payments related to the Services to T-Systems;

(b) to provide T-Systems, as may be appropriate and always within the shortest possible period of time, with the instructions, approvals, information, support and documents necessary to allow the good provision of the Services contracted;

(c) to allow access to its premises to T-Systems' employees and third parties designated thereby (including subcontractors and consultants) at any necessary time to develop the Services, as well as to materials, Equipment and tools to be used in the performance of the Services; and

(d) to use the Equipment leased and the Softwares licensed or sublicensed by T-Systems as agreed or in accordance with its presumed use, and treat such Equipment as if they were its own property.

(e) to be responsible for the acts of its workers (contracted person, employees, etc.).

14. TERM

14.1. The term for the rendering of the Services are those established in the Proposal or in the Contract or those lately agreed by the Parties in writing.

14.2. Client shall approve the project proposed by T-Systems for each stage of the Services on the date provided for in the relevant schedule or as otherwise agreed in writing between the Parties. Any amendments requested by Client, subsequent to the delivery of the project of each stage of the Services, will be introduced upon mutual commercial agreement and revision of the set deadlines.

14.2.1. If Client fails to express itself once the period for approval of the project for each step of Services has elapsed, the term will be immediately revised, without any penalty or charges on T-Systems as a result of any revision.

14.3. In case of interruption of the Services at Client's exclusive fault, a new term for the rendering of Services will be defined by mutual agreement between the Parties, taking into account the consequences of such interruption on subsequent events, as well as establishing the conditions for restarting the Services.

14.3.1. The costs resulting from the interruptions shall be previously submitted to Client's approval and must be paid by Client in its entirety within thirty (30) days as of the date on which Services were restarted.

15. WARRANTY

15.1. T-Systems warrants that the Equipment sold are free of conception and manufacturing defects during the period in which the warranty granted by the manufacturer of the Equipment is in place.

15.2. If it is proved that during the warranty period any Equipment sold by T-Systems has material or manufacturing-related defects under normal use conditions, operation and maintenance, T-Systems, at its sole discretion and expense, will repair, replace or reimburse the amount of the purchased Equipment with defect.

15.2.1. The repairs and restores provided herein will be carried out in T-Systems facilities, and the Client will be responsible for the delivery and collection of the defective product at the address designated in writing by T-Systems.

15.3. T-Systems will not offer any warranty in case of leasing of Equipment, but T-Systems agrees that, in case of conception and manufacturing defects, it may, at its sole discretion, replace the defective Equipment or carry out the necessary repairs.

15.4. Client will provide T-Systems - immediately upon request in writing - all information and data required for understanding and reproducing the defects or flaws, as well as the circumstances of their occurrence.

15.5. The warranty provided herein does not cover damages, defects, malfunctioning or flaws caused by: (a) failure of the Client in following T-Systems' specifications or instructions on environment, installation, operation or maintenance; (b) modifications, amendments or repairs in the Equipment or software installed therein carried out by third parties; (c) improper handling, abuse, misuse, negligence or improper storage, repair or operation of the Equipment (including, without limitation, the use with incompatible equipment); and (d) the occurrence of acts of God or events of force majeure.

15.6. Unless otherwise established by the Proposal or the Contract, the Services will be warranted for a period of 90 (ninety) days from its conclusion.

16. SOFTWARE LICENSE

16.1. If the Services include third party-owned software other than T-Systems-owned, their use shall be governed by the standard software use licenses of the software provider as well as related documentation, in effect at the time of the software licensing to the Client.

16.1.1. In case of the Client chooses not to hire the service of operational support and supply of licenses (platform "as a

service"), is already responsible for providing all the licensing, in accordance with the rules of suppliers, management of software and installation of the appropriate licenses and undertakes to inform the supplier of the use of licences.

16.1.2 T-Systems shall not be liable for any damages and financial software provider charges, as a result of non-compliance with the conditions provided for in clauses 16.1 and 16.1.1 above.

16.2 If the Services include Software owned by T-Systems, T-Systems hereby grants to the Client a non-exclusive, non-transferrable and non-sublicensable license, for use of the Software and the documentation licensed to the software, as provided for in each Service Attachment, only in the development of its activities and for the internal use by Client, abiding by the limits of the clause 22 – Intellectual Property – below.

16.2.1 The Software is to be delivered by T-Systems to the Client as an Object Code in a form able to read by machines and appropriate for the corresponding Computer System.

16.2.2 The Client undertakes not to use the software in other systems or hardware without the prior written authorization by T-Systems.

16.2.3 The Client may not sublicense, rent, lease, transfer, sell, charge, or assign the software to third parties freely or upon payment.

16.3 The intellectual property rights shall fully survive in the software (printed or electronically filed) and in the documentation related to it and the Client shall not remove any notice of intellectual property right, trademark, ownership right, exception or warning included or embedded to any part of the software or the related documentation.

16.4 The Client shall not make any software copy, except a single file copy for internal purposes (backup), abiding by the limits set forth in the Agreement. all Software copies (including the backup copy) shall be subject to the same intellectual property rights of the original and shall contain all ownership notices, trademark and information as in the original.

16.4.1; The Client warrants that the software and all its copies shall remain under its sole control and that Client shall take all reasonable precautions for protection of the software against unauthorized use.

17. INFORMATION PROVIDED BY CLIENT

17.1. The Client represents and agrees that the Proposal was prepared by T-Systems taking into consideration the information provided by the Client related to its business, including, but not limited to premises, infrastructure and personnel.

17.2. T-Systems will not be liable for any failure in the provision or errors in the estimative prepared, caused by incorrectness or omission in the information supplied by Client itself, including, but not limited to, information about the local conditions provided by Client to T-Systems.

17.3. Any changes in the conditions for rendering the Services must be immediately informed to T-Systems and may entail a revision of the prices offered by T-Systems in the Proposal.

18. LABOR CHARGES

18.1. For all due purposes of law, T-Systems is solely responsible for labor and social security charges related to its employees, and Client cannot be held liable for T-Systems' noncompliance of any of these obligations.

19. LIMITATION OF LIABILITY

19.1. In case of damages to data or loss of data, or damages to data carriers, T-Systems will not be liable for the recovery of the data.

19.2. To the maximum extent permitted by applicable law, T-Systems will be responsible for direct damages proven that gave rise to the fault or intent of the exclusive T-Systems or its subcontractors, excluding its liability for indirect damages. The total liability of the T-Systems, at law or under the conditions of the Proposal arising from any claims, including fines and penalties will not exceed 10% (ten percent) of the annual value of the Proposal, understood as the sum of twelve (12) latest monthly figures already paid by the proponent for T-Systems because of the Proposal until the date of the event causing the damage

19.3. T-Systems shall under no circumstances be held liable for any liens, losses or penalties, of any kind, resulting from facts, actions or omissions beyond its control or not resulting from its exclusive fault.

19.4. Neither Party shall be deemed in default or nonperforming if the delay or failure in performance of the obligation results from act of God or events of force majeure, thus considered those facts which effects were not possible to be avoided or prevented according to the provisions set out in section 22 below.

19.5. Under no circumstance shall T-Systems be held liable before Client and/or third parties, for

losses and damages resulting from performance or nonperformance of the Equipment and software object of the Proposal.

20. CONFIDENCIALITY

20.1. The Parties agree that the terms and conditions set out hereof shall be maintained under strict confidentiality. Any information provided or obtained during the preparation of the Proposal and/or the performance of Services shall be deemed Confidential Information. The Parties shall not disclose the Confidential Information to third parties; however, the Parties may disclose it to their attorneys, consultants, employees, as well as to its representatives, partners and controlling companies, provided that they are directly involved in the performance of the Services, being such third parties prohibited from disclosing it or allowing the disclosure to third parties.

20.2. In the case of disclosure to third parties, loss or unauthorized use of Confidential Information under this Instrument, each of the Parties must notify the other party in writing with respect to such fact(s).

20.3. The Parties undertake to maintain any information related to this Instrument under confidentiality, unless this information: (i) has been previously made available to the other Party; (ii) has become publicly available on a date prior to its disclosure; (iii) has become publicly available without violation of the Parties; (iv) as of the date of the Proposal, is obtained in good faith by any of the Parties from a third party having *bona fide* rights to provide such information, and which has not received the information from another third party knowingly required to maintain its confidentiality; (v) is totally and independently developed by the receiving party; or (vi) has been required by judicial or administrative order.

20.4. The Parties agree that the obligations contained in this clause shall survive for a period of 2 (two) years after the termination of the Proposal or the Contract, if existent.

21. TERMINATION

21.1. This Agreement may be terminated immediately by either Party, without incidence of any fine or penalty for the termination requesting party in the following cases:

- (i) If either Party begins an extrajudicial recovery plan, if processing of judicial recovery is requested by it and/or if requests for bankruptcy are filed against it, being certain that in such case the Creditor Party may presented the contractual documents and invoices attesting

the effective provision of the services for the specific purpose of evidencing the origin of the pending debits; or

- (ii) If after notifying in writing the other Party regarding a non-compliance committed by it with any relevant obligation contained herein, the notified Party fails to settle the non-compliance verified within thirty (30) days counted as of receipt of the notification for such purpose.

21.2. Any of the Parties may terminate this Agreement without justification by sending notification to the other Party sixty (60) days in advance. If the partial or full unjustified termination of this Agreement is made by CONTRACTING PARTY, it shall pay to T-Systems, as indemnity fine, the value corresponding to fifty percent (50%) of the installments being due of the Agreement and its Service Attachments, thus construed as the sum of the value due by CONTRACTING PARTY until conclusion of the term of Service provision by T-Systems.

21.3. In case of use of any software and/or Equipment for the performance of the Services, on the date of the termination of this Instrument, the Client must (a) immediately cease the use of the referred Software and/or Equipment; and (b) return any Equipment and/or software used for the performance of the services, or allow T-Systems to remove the Equipment or software, including all partial or complete copies resulting of the software, all material documents, and, additionally, all the other Confidential Information that may be in its possession, whether physically or electronically, within ten (10) days as of the date of termination hereof.

21.3.1. The inobservance of this item will imply in the maintenance of payment by the Client for the use of the Software and/or the Equipment.

22. INTELLECTUAL PROPERTY

22.1. This Instrument does not grant either Party any ownership or title on the intellectual property rights pertaining to the other Party. All intellectual property rights existing before the effectiveness hereof shall be held by the Party holder of such rights immediately before execution hereof.

22.2. Unless otherwise established on the Proposal, Client shall not acquire any intellectual property right or ownership in connection with the technology of the Equipment, software and services offered under the Proposal, including, but not limited to any release of the software, hardware or firmware of the Equipment, or

resulting from defect correction. Client shall not make, or permit a third party to make any copy, reverse engineering or reverse compile, disassembling, decompiling or any other form of decoding or amending any version of the software, hardware or firmware of the Equipment or Services.

22.3. Unless otherwise established on the Proposal, all modifications, improvements and corrections introduced in the Equipment, software, hardware and firmware shall only be carried out by T-Systems and shall be solely and exclusively property of T-Systems.

22.4. Client shall immediately notify T-Systems about any judicial or extrajudicial proceedings which subject matter is, fully or partially, intellectual property right related to the technology under this Proposal, and shall provide T-Systems with a copy of all documents in connection with such proceedings, granting T-Systems the option to join Client in the proceedings.

23. PROTECTION OF PERSONAL DATA

23.1. Protection of Personal Data. If information relating to an identified or identifiable natural person ("Personal Data") is inserted, processed or transmitted within the scope of the Services provided by the Contractor to the Contractor, the Contractor shall be solely responsible for collecting the necessary authorizations before the holder of the Personal Data as well as for the legitimation of any processing, treatment or storage of Personal Data that are performed by the Contractor under the Contract.

23.2. The Contractor will monitor, by appropriate means, its own compliance and that of its employees and sub-operators with the respective data protection obligations, if applicable.

23.3. The Contractor may not invoke the Contractor's non-compliance to exempt himself from his own responsibilities regarding Personal Data.

23.4. Ownership and Responsibility of Data. The Contractor is and will continue to be the owner and owner of its data as well as being responsible for any third party data, including Personal Data, which it inserts on the Platform / share with the Contractor, under this Agreement, in any capacity ("Data").

23.5. The Contractor undertakes to treat as confidential all Data to which it may have access due to compliance with the provisions of this Agreement.

23.6. The Contractor will treat the Data with the same level of security that treats its data and information confidentially.

23.7. Storage. The collected data may be stored in a safe and controlled environment of the Contractor, or of a third party contracted by it.

23.8. Legality of Data. The Contractor shall not undertake to process, process or store any Data of the Contractor if there are reasons to believe that such processing, treatment or storage may imply to the Contractor a breach of any applicable law.

23.9. Information security. The Contractor will provide the services with reasonable effort in accordance with Information Security controls and applicable law.

23.10. Legislative adequacy. If the applicable law requires changes in the execution of the Contract, the Parties shall, if possible, renegotiate the conditions in force and, if there is any provision that prevents the continuation of the Contract in accordance with the agreed provisions, it shall be resolved without any penalty, checking the amounts due up to the date of termination.

23.11. If any national or international legislation applicable to the Data processed (including stored) under the Contract comes to require adaptation of contractual processes and / or instruments in a specific way or means, the Parties now agree to enter into a written amendment to this effect.

23.12. Return of Data. The Contractor undertakes to return all Data that it may have access to, within 30 (thirty) days, in the cases in which (i) the Contractor requests; (ii) the Agreement is terminated; or (iii) upon termination of this Agreement. In addition, the Contractor shall not store, store or retain the Data for longer than the legal or necessary period for the performance of this Agreement.

23.13. Records. When applicable, the Contractor may record all activities performed by the Contractor on the available Platform, including identification data of the user, the device and the connection used ("Records") and will store them in accordance with the applicable legislation.

23.14. The Records may be used for the purpose of: (i) fulfilling the obligations of the Contract; (ii) safeguarding rights and obligations related to the use of the Platform or provision of the Service; and (iii) comply with a court order and / or administrative authority.

23.15. After the termination of the relationships between the Contractor and the Contractor, the Contractor may, for the purposes of auditing, legal determination and preservation of rights, remain with the Registries for a longer period than that established in the applicable legislation. After the storage period, you will proceed with the return or exclusion, at your discretion.

23.16. Misuse. If the Contractor at its discretion finds that the Contracted Platform is being used for any illegal, unlawful purposes, which violate the Personal Data protection legislation or contrary to morality, the Contractor shall notify the Contractor so that the use of the Contracted Platform ceases to do so end in the cure period established in this Contract, subject to the same consequences also established in case of non-compliance.

24. FORCE MAJEURE

24.1. Neither T-Systems nor Client shall be required to be liable for any losses or damages caused by nonperformance of any of the obligations undertaken hereunder and under the Proposal, due to facts beyond their control, thus understood as acts of God and events of force majeure, which may operate as liability excluding circumstances under article 393 of the Brazilian Civil Code.

25. GENERAL PROVISIONS

25.1. Any amendments to this Instrument and the Proposal must be made by an addendum hereto, signed by the legal representatives of both Parties.

25.2. The Parties may not fully or partially assign any of its rights or obligations pursuant to this Instrument, without the prior written consent of the other Party, signed by one of its legal representatives.

25.2.1. Regardless of the foregoing, T-Systems may, at its sole discretion, fully or partially assign this Instrument to any of its controlled, affiliated or controlling companies, without Client's prior consent, without prejudice to the quality and security of Services provided.

25.3. No failure of either Party to exercise the rights granted by law or this Instrument shall operate as a waiver or renewal, and the Parties may exercise them at any time.

25.4. Should any provision contained herein be held invalid, illegal or unenforceable pursuant to the terms of applicable law, it shall be omitted to the extent it is deemed invalid, illegal or unenforceable; however, the remaining provisions of this Instrument shall keep binding on the Parties.

25.5. Client may not hire T-Systems' employees during effectiveness hereof, and for two (2) years after its termination, unless by T-Systems' express and prior written consent for that purpose, or provided that not for the same function or performance of the same activity,

under penalty of payment of 24(twenty four) months of the referred employee salary.

25.6. The Parties declare that they are independent contractors in relation to one another, and that there is no other relationship between them other than that set out in this Instrument. Therefore, no act, fact or circumstance shall be understood as a relationship between the Parties that may presume the existence of a controlled or controlling company relationship, or dependence in relation to one another.

25.7. By the signing of this Instrument, Client authorizes T-Systems, at no cost, to mention its logo mark, firm name and scope of the provided services, in commercial proposals, contracts and portfolios.

26. JURISDICTION

26.1. The Parties hereby elect the central Courts of the Judicial District of São Paulo, State of São Paulo, Brazil, to settle any disputes arising out of this Instrument, waiving any other Courts, privileged as they may be. This Instrument shall be governed by the laws of Brazil.

27. LIABILITY COMMITMENT

27.1. The Parties hereby represent and warrant, under the penalty of law, that the signatories hereof, which were identified in the Proposal and relevant documents, are their attorneys-in-fact/legal representatives, duly appointed pursuant to the respective Bylaws/Articles of Association, with powers to undertake the obligations set forth herein.