

GENERAL CONTRACTING TERMS AND CONDITIONS

T-SYSTEMS DO BRASIL LTDA. and/ or T-SYSTEMS SOLUTIONS BRASIL 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:** (i) T-Systems do Brasil Ltda., a limited liability company with its main office located at Olimpíadas Street, 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 (ii) T-Systems Solutions Brasil Ltda., a limited liability company with its main office located at Alameda Araguacema, n. 187, 2nd floor, room 1, Tamboré, City of Barueri, State of São Paulo, Zip Code (CEP) 06460-070, duly registered in Brazilian Corporate Taxpayers Register (CNPJ) 55.119.662/0001-77 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. APPLICATION

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**, as if it is transcribed therein.

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, unless expressly stipulated in the Proposal.

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, what happens first.

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 the legal representatives of **T-Systems**. Any and all Purchase Orders and/or Requests sent by the **Client** will only be considered accepted 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**, unless expressly provided by **T-Systems** in a different way than in the Proposal.

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 the particular conditions established in the Commercial Proposal, Technical 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, what happens first, 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. TERMINATION

5.1 This Agreement may be terminate 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.

5.2 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 one hundred percent (100%) 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**.

5.3 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.

5.3.1 The inobservance of the item 5.3 will imply in the maintenance of payment by the **Client** for the use of the Software and/or the Equipment.

6. PRICES

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

6.2. The prices mentioned in the Proposal are in Reais, in U.S. Dollar, 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.

6.3. 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 asto preserve the economic and financial balance of the Proposal, as per articles 317, 478 and 479 of the Brazilian Civil Code.

6.3.1. 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.

6.4. 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**, **T-Systems** shall submit a new proposal to be reviewed and accepted by **Client** and confirmed by **T-Systems**.

6.5. 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.

6.5.1. 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.

6.5.2. 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.

6.6. 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) always observing the limits and guidelines of the Reimbursement Policy (of expenses), and National and International Travel Policies of **T-Systems**.

6.6.1. The travels expenses of **Client's** responsibility, when incurred by **T-Systems**, shall be reimbursed by **Client**, after the prior approval of the respective expenses report.

7. PAYMENT CONDITIONS

7.1. 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 upon payment of a bank slip to be issued and sent by **T-Systems** to the **Client**.

7.1.1. 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.

7.1.2. If the **Client** does not submit to **T-Systems** the disagreement regarding the invoice within a period of 10 (ten) days, counted from the receipt of the invoice, as set forth in item 7.1.1, above, the issued invoice will be totally due to **T-Systems** and, if not paid in the due date, shall be submitted to the penalties specified in item 7.2, below.

7.1.3. **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.

7.1.4. 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**.

7.1.5. 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 7.2, below.

7.1.6. For any invoicing, the deadline for the eventual issuance of an Order or Purchase Order or, when applicable, any procedure for accepting the Services, will never exceed 05 (five) calendar days. Customer's unjustified delay in meeting this will not be grounds for payment term within the month following the provision of the amended services, and late charges will be included in the invoiced amount.

7.2. 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, without prejudice to other conditions

established in the Proposal.

7.2.1. 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 5.1, 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.

7.3. 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.

7.4. The invoicing must be carried out at one or more of the following subsidiaries:

(a) São Paulo – SP - Rua Olimpiadas, 205 – 3rd floor – Vila Olímpia – CEP 04551-000 - CNPJ 04.426.565/0001-96;

(b) Blumenau – SC - Rua Ingo Hering, 20 – 2nd floor – Sets 101, 102, 104, 105 and auditorium 1 and 2, ground floor, stores 2, 3, 4 and 5 – Bairro Bom Retiro – CEP 89010-205 - CNPJ 04.426.565/0009-43;

(c) Campinas – SP - Avenida Mercedes Benz, 679 – Distrito Industrial – CEP 13054-750 - CNPJ 04.426.565/0005-10;

(d) Juiz de Fora – MG - Rodovia BR 040, Km 773, building “Annexo Térreo” – Distrito Industrial II – CEP 36092-900 - CNPJ 04.426.565/0004-39;

(e) São Bernardo – SP - Paulicéia Site - Avenida Alfred Jurzykowski, 562, Parte – Vila Paulicéia – CEP 09680-100 - CNPJ 04.426.565/0002-77;

(f) São Bernardo – SP - Demarchi Site - Estrada Marginal da Via Anchieta, Km 23,5 – Ala 22 – Demarchi – CEP 09823-901 - CNPJ 04.426.565/0011-68;

(g) São Bernardo – SP - Pampas Site - Rua Baffin, 32 - Part of the 8th and 9th floor – Jardim do Mar – CEP 09750-620 - CNPJ 04.426.565/0015-91;

(h) Barueri – SP - T-Center - Alameda Araguacema, 187 – Tamboré – CEP 06460-070 - CNPJ 04.426.565/0016-72.

8. READJUSTMENT

8.1. If the Services included in the Proposal

are rendered within a period shorter than one year from the date of issuance of the Proposal, its price will not be readjusted according to the current legislation. If any payment is made after one (1) year of the date of the Proposal, the prices to be paid for such Services will be automatically readjusted, irrespectively of prior notice and the **Client's** acceptance, according to the readjustment conditions set out below.

8.2. The prices offered in the Proposal must be adjusted annually using IGPM or IPCA, whichever is higher, and if positive. From the date of issuance of the Commercial Proposal.

8.3. 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.

9. RENDERING OF THE SERVICES

9.1. **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.

9.2. **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, except by prior and express specific agreement with the **Client**.

9.3. **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.

9.4. 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.

9.5. 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**.

9.6. 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 storage and care of customer's own equipment in **T-Systems'** Data Centers;

- IaaS (Infrastructure as a Services) when **T-Systems** offering comprises computing power and / or data storing capabilities however, the set of operation and support activities of the environment is not linked and the customer can keep it under his responsibility if he prefers;
- Hosting when **T-Systems** supplies computing power, data storing, communication and data security devices internal to the Data Center; the set of professional services necessary for its operation; 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 and therefore there is no disclosure of the Maintenance Plan. This service purely includes hosting the customer's equipment in a controlled environment while supplying Energy, Climatization Conditions and Physical Security.
Housing (Tier 2 DC)	N/A	N/A	N/A	No Planned Maintenance window represents risk of service unavailability and therefore there is no disclosure of the Maintenance Plan. This service purely includes Power and air conditioning hosting the customer's equipment in a controlled environment while supplying Energy, Climatization Conditions and Physical Security.
Std Hosting: DCS OSY Shared Platform	2	Inform ed / 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. This service includes the provision of Computing Power (Servers), Data Storage Capacity (Storage), Internal Connectivity to the Data Center (DC LAN) and Data Filter (Firewall) in accordance with the standard defined for the DCS.
Std Hosting: Virtual Classic OSY Shared Platform	2	Inform ed / Compulsory	8 up to 16	Norm ally one event with downtime and one event as "risk" tim e. However, T-Systems may require to use two downtimesper year This service includes the provision of Computing Power (Servers), Data Storage Capacity (Storage), Internal Connectivity to the Data Center (DC LAN) and Data Filter (Firewall) in accordance with the standard defined for the Virtual Classic.
Std Hosting: AppCom OSY Shared Platform	4	Inform ed / Compulsory	8 up to 16	4 events per year of which maximum 2 may have a downtime of maximum 8 hours each. This service includes the provision of Computing Power (Servers), Data Storage Capacity (Storage), Internal Connectivity to the Data Center (DC LAN) and Data Filter (Firewall) in accordance with the standard defined for AppCom.
Std Hosting: DSI OSY Shared Platform	4	Inform ed / Compulsory	8 up to 16	4 annual events, normally 1 will require interruption of the Service and the others represent risk. This service includes the provision of Computing Power (Servers), Data Storage Capacity (Storage), Internal Connectivity to the Data Center (DC LAN) and Data Filter (Firewall) in accordance with the standard defined for the DSI.
Std Hosting: DSI OSY Dedicated Platform	4	Agreed	8 up to 16	4 annual events, normally 1 will require interruption of the Service and the others represent risk. This service includes the provision of Computing Power (Servers), Data Storage Capacity (Storage), Internal Connectivity to the Data Center (DC LAN) and Data Filter (Firewall) in accordance with the standard defined for the DSI.
Non-Std Hosting: OSY Dedicated Platform	2 + N	Inform ed / Compulsory + Agreed	8 up to 16 + N	Final condition depends upon the solution designed. In caseof utilization of any shared components for networking, for example security and data storing then its compulsory the maintenance windows for these layers (2 events and 8 up to16 hours unavailability per year). Maintenance windows for dedicated resources are describedin the technical proposal (N events and N hours of unavailability per year).
Std Hosting: MSY Shared Platform	1	Inform ed / 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.

10. SUBCONTRACTING

10.1. **T-Systems** may, at its sole discretion, fully or partially, subcontract the rendering of the Services.

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

11. COSTS OF EQUIPMENT ADDITIONAL MOBILIZATION AND DEMOBILIZATION

11.1. 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**.

12. INSURANCE

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

12.2. 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.

13. T-SYSTEMS' OBLIGATIONS

13.1. 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 specifications, quantities and conditions specified in the Proposal.

14. CLIENT'S OBLIGATIONS

14.1. 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.).

15. TERM

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

15.2. **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.

15.2.1. 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.

15.3. 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.

15.3.1. The costs resulting from the stoppages mentioned in item 15.3. must be paid by the **Client** in full within 30 (thirty) days after the resumption of the Services.

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 licenses.

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 23 – 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. WARRANTY

17.1. **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.

17.2. 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.

17.2.1. 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**.

17.3. 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.

17.4. **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.

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

18. INFORMATION PROVIDED BY CLIENT

18.1. 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.

18.2. **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**.

18.3. 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.

19. LABOR CHARGES

19.1. For all legal purposes, each Party is solely responsible for the labor and social security obligations related to its employees, and the other Party cannot be held responsible for non-compliance with any of these obligations.

20. LIMITATION OF LIABILITY

20.1. 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.

20.2. 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 **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.

20.3. **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.

20.4. 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 23 below.

20.5. 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.

21. CONFIDENTIALITY

21.1. The Parties agree that the terms and conditions set out hereof shall be maintained under strict confidentiality. Any information - oral, written or by any means transmitted - 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.

21.2. 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).

21.3. 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.

21.4. 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.

21.5. The CONTRACTED is authorized to disclose the CONTRACTING in its list of clients, through any media, including the internet, as well as to use the CONTRACTING logos in such disclosure, during the term of this contract, without the need for any type of remuneration or other specific authorization; or even indicate as a reference for a "success case" or for attestation of technical capacity upon request of a potential new client, with the prior and express authorization of the CONTRACTING.

22. PROTECTION OF PERSONAL DATA

22.1. 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 Client, 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.

22.2. 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.

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

22.4. Ownership and Responsibility of Data. The Client is and will continue to be the 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").

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

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

22.7. Storage. The collected data may be stored in a safe and controlled environment of the Contractor, or

of a third party contracted by it.

22.8. 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.

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

22.10. 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.

22.11. 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 a written amendment to this effect.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. After the termination of the relationships between the Contractor and the Client, 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. INTELLECTUAL PROPERTY

23.1. 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.

23.2. 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.

23.3. 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**.

23.4. **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.

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 and contractors 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.

- 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 Contractor to the Customer, Contractor will be exclusively responsible for collecting the necessary authorizations from the holder of the Personal Data as well as for the legitimization of any processing, processing or storage of Personal Data that is carried out by the Contractor within the scope of the Client.
- 2.** The Contractor will monitor, by appropriate means, its own compliance and that of its employees and subcontractor with the respective Data protection obligations, if applicable.
- 3.** The Customer may not invoke the Contractor's failure to comply with its own responsibilities regarding Personal Data.
- 4. Data Ownership and Responsibility.** The Customer is and will continue to be the holder and owner of its data, as well as being responsible for any third-party data, including Personal Data, that it inserts on the Platform/shares with the Contractor, within the scope of this Agreement, in any capacity ("Data").
- 5.** Contractor undertakes to treat as confidential all Data to which it may have access due to compliance with the provisions of this Agreement.
- 6.** The Contractor will treat the Data with the same level of security that it treats its own confidential data and information.
- 7. Storage.** The Data collected may be stored in a secure and controlled environment belonging to the Contractor, or to a third party contracted by it.
- 8. Legality of Data.** Contractor will not be obliged to process, treat or store any Customer Data if there is reason to believe that such processing, treatment or storage may result in Contractor violating any applicable law.
- 9. Information Security.** Contractor will provide the services through reasonable effort in compliance with Information Security controls and applicable legislation.
- 10. Legislative adequacy.** If the applicable legislation requires modifications to the execution of the Agreement, the Parties must, if possible, renegotiate the current conditions and, if there is any provision that prevents the continuity of the Agreement in accordance with the agreed provisions, it must be resolved without any penalty, ascertained the amounts due up to the date of termination.
- 11.** If any national or international legislation applicable to the Data processed (including stored) within the scope of the Agreement requires adaptation of processes and/or contractual instruments in a determined form or means, the Parties hereby agree to enter a written amendment to this effect.
- 12. Return of Data.** Contractor undertakes to return all Data that it has access to, within 30 (thirty) days, in cases where (i) the Customer requests it; (si) the Agreement is terminated; or (if) upon termination of this Agreement. In addition, the Contractor must not save, store or retain the Data for longer than the legal period or necessary for the execution of this Agreement.
- 13. Records.** When applicable, the Contractor may record all activities carried out by the Customer on the Platform made available, including identification data of the user, device and connection used ("Records") and will store them in accordance with applicable legislation.
- 14.** The Records may be used for the purpose of: (i) fulfilling the obligations of the Agreement; (si) protect rights and obligations related to the use of the Platform or provision of the Service; and (si) comply with court and/or administrative authority orders.
- 15.** After the termination of the relationship between the Client and the Contractor, the Contractor may, for the purposes of auditing, legal determination and preservation of rights, remain with the Records for a period longer than that established in the applicable legislation.

ANNEX II - ANTI-CORRUPTION CLAUSE

1. Without prejudice to any other obligation of the Parties under this Agreement, the Parties:

a) have complied and will continue to comply with the Brazilian Anti-Corruption Law (Law 12.846/13), as well as with all anti-corruption and anti-money laundering Regulations; and, to the best of their knowledge, they have not performed and will not perform or fail to perform any act the performance or omission of which could subject the other Party to liability under the terms of said law;

b) agree, undertake and confirm that the Companies of their Economic Group, in connection with the transactions contemplated in this Agreement or in relation to any other business transactions that are involved, have not made, offered or will not make, promise or offer any payment or other transfer of anything of value, including, without limitation, the provision of services, gifts or entertainment directly or indirectly in favor of the other Party for the purpose of obtaining or influencing the execution or performance of this Agreement, if and to the extent that this may be a violation or inconsistency with Regulations, Procedures and Policies related to anti-corruption, anti-bribery or anti-money laundering (including applicable Brazilian and international legislation).

c) The Parties, their employees, representatives and agents have not offered, paid, donated or loaned nor promised to pay, donate or lend nor will they offer, pay, donate or lend nor promise to pay, donate or lend, whether directly or indirectly, any value in money or any other object of value to or for the benefit of any public official for the purposes of carrying out an act of corruption with a view to (a) influencing any act or decision of such public official in the exercise of his function; (b) induce to perform or refrain from performing any act, in a way that violates their legal obligations; (c) obtain any undue advantage or (d) induce such public official to use his influence with a government entity, in each case with a view to directing business to the concessionaire.

2. For the purposes of this clause, the following terms have the meanings set out below:

(i) "Government entity" means a government or any government department, agency or entity (including any company or other legal entity controlled by a government), a political party or a public international organization;

(ii) "Public official" means any public office holder, employee or other servant (including any member of his or her immediate family) of any governmental entity, any person acting in an official capacity on behalf of a governmental entity, and any candidate for political office.

3. If a Party reasonably believes that any Company in the Group of the other Party may not be complying with this Clause, a warning shall be issued to the Investigated Party in writing and the Party shall cause the Group of Companies of the Investigated Party to fully cooperate with any and all inquiries made by or on behalf of the Investigating Party, including the provision by the Investigating Party's Group of Companies of supporting documents and statements, as well as access to Personnel if reasonably deemed necessary by the Investigating Party.

4. T-Systems now provides a reporting channel through its Compliance Area, so that its employees and/or suppliers and customers can present their concerns about suspected inappropriate or unethical conduct at work or in commercial relationships, if certain that any genuine report made in good faith will not receive any form of reprisal or retribution, as provided for in the Non-Retaliation Policy.

ANNEX III – Additional Services (SAP)

If the Services include elements related to Additional Services to the scope initially proposed for Systems Implementation or Support, then the Customer's acceptance of the Proposal conditions acceptance to the following premises, without which there will be no Service Provision:

- The Services will be considered terminated 30 days after the end of the phase called "Hypercare or Run" and/or sent to the Customer to sign the Termination Term, as Tacit Acceptance, if there is no formal statement, reservation or any request for change by the Customer.
- Any changes or additional requests to the initial scope will be invoiced upon completion of the Unit Test or formal delivery (for items not subject to testing) approved by email by the user (Key user), or in extraordinary cases, as described in the specific Change Request document.
- Once Project deadlines are postponed at the client's request or due to non-compliance with established deadlines and there is no possibility of temporary demobilization of the project team, regardless of the cause, the hours of the entire team involved will be billed, in accordance with with the contracted Ratecard duly updated.
- In the event of early termination of the project, whether due to motivated or unmotivated termination of any of the Parties, without prejudice to possible termination fines, all Services performed during the deliverable, or Changes Requests/Additional Services will be invoiced, regardless of the Customer's Acceptance.

ANNEX IV – Additional Services (Infrastructure and Security)

No obligation of T-Systems, whether in the transition, migration or in the support and/or Support of the Services, may be required without the Customer's obligations being observed in terms of the premises detailed in the Proposals.

1. The procedure for establishing a crisis:

1.1. The Parties may jointly agree on the establishment and crisis caused by factors external to those provided for in the Contract, such as, but not limited to, cyber attacks or ransomware.

1.2. Once the situation and crisis has been declared jointly by the Parties, additional services or those requiring a volume that is not provided for in the current Contract, if provided by the Contractor, will be charged in accordance with the values established in the Service Catalog, plus any costs with overtime and other investments and contracts necessary to provide services.

1.3. Any additional costs, such as, but not limited to, the hiring of third-party services, software licenses, acquisition or rental of equipment, must be previously approved by the Contracting Party.

1.4. If, however, at the Contractor's sole discretion, there is not enough time for the prior approval mentioned in item 3 above, the Contracting Party exceptionally hereby authorizes the Contractor to carry out the necessary hiring and/or acquisitions.

1.5. In order to allow visibility of the effort undertaken, the Contractor undertakes to send an email with the hours actually spent resulting from the service provided and the cost of Software or Hardware or third parties every 48 hours of execution. Said email will be sent to the person responsible for the Contracting Party indicated in the Contract (if there is no specific person, please determine in this addendum). If the email is not challenged within 24 (twenty-four) hours, it will be considered accepted and the respective charge must be made on the due date of the invoice to be sent by T-Systems.

2. The procedure for updating patches

2.1. The Contractor, at its sole discretion and whenever it deems necessary, may recommend updating patches and/or corrections, as well as an EOL environment (End of Life – product at the end of its useful life, discontinued or out of warranty).

2.2. The procedure for updating patches and/or corrections will be informed as recommended by the respective software/hardware manufacturer. If necessary, a window for its execution will be agreed between the Parties.

2.3. If the Contracting Party does not make the window available to the Contracting Party within the period recommended by the manufacturer, the Contracting Party will automatically assume the risks of not carrying out the respective procedure.