

SoftExpert Suite Terms of Use

Revision 01 - date January 1, 2024

This document establishes the Terms and Conditions of Use of the SoftExpert Suite software ("SE Suite"), and of the provision of the services referred to below;

This document is supplemented by the annexes listed below:

- [Severity levels;](#)
- [Service Level Agreement \(SLA\);](#)
- [Cloud Infrastructure Services;](#)
- [Product Life Cycle;](#)
- [RSO Environment;](#)
- [Validation Kit Update Guarantee;](#)

SOFTEPERT SUITE TERMS OF USE

This document ("Terms of Use") describes your rights and responsibilities as a SoftExpert Customer. These Terms are between SoftExpert Software (referred to as "SOFTEPERT" or "LICENSOR") and You or the company You represent, indicated in the Commercial Proposal (hereinafter "You", "LICENSEE" or "Customer").

These terms will come into force: 1) on the date of signature or formal acceptance of the Commercial Proposal, 2) when the LICENSEE accesses, downloads or uses a SOFTEPERT product or service; or 3) otherwise indicates its acceptance of these Terms of Use, whichever occurs first ("Effective Date"). These terms do not need to be signed in order to bind the parties to comply with them.

1. DEFINITIONS

1.1 The following definitions are used for the purposes of these Terms:

SOFTEPERT Products: Licenses to use the components and solutions developed by **SOFTEPERT**, and others that may be developed later, contracted through a Commercial Proposal.

Commercial Proposal: Document that presents the commercial conditions for the acquisition of **SOFTEPERT** products and services, the acceptance of which binds the **LICENSED** party.

SOFTEPERT Services: The Services include, but are not limited to, support services ("SLA"), cloud infrastructure, remote system administration ("RSA"), consulting services, integration, validation, training and customization, contracted through a Commercial Proposal.

SLA (Service Level Agreement): Agreement on the service level offered by **SOFTEPERT** to service and support Software users, as defined in these Terms.

Deployment methods:

On Premise: The solution is deployed on an infrastructure for which the **LICENSEE** is responsible.

Cloud: The solution is deployed in a cloud infrastructure managed by **SOFTEPERT**.

Acquisition methods:

Permanent: A specific single amount is paid for the purchase of use licenses, which do not expire, with the customer having the perpetual right to use the software in the version purchased.

Subscription: A monthly fee is paid for the right to use the licenses, which expires at the end of the business relationship with **SOFTEPERT**, and the customer can no longer use the software.

Licenses Uses:

Simultaneous Use Licenses: The number of licenses is for concurrent use, i.e. an unlimited number of users can be registered in the database, however simultaneous/concurrent use is restricted to the number of licenses purchased. There is no limit to the number of active users to be registered in the database.

Named Use Licenses: The number of licenses is calculated according to the number of active users that will be registered in the database. Inactive users are not taken into account when counting licenses.

2. COVERAGE AND RESTRICTIONS

2.1 During the term of this document, **SOFTEPERT** will provide the Software Use Licenses, on a non-exclusive, non-transferable and onerous basis, for processing the **LICENSEE**'s business information. The **LICENSEE** may not provide services to third parties for financially exploiting SoftExpert Products. The

Products shall be used exclusively for commercial purposes, in accordance with the technical requirements and functionalities described in the [Product Documentation](#).

2.2 The **LICENSEE** may process data from controlled companies, as well as release access to the Programs to third parties of its interest through the licenses acquired, provided that it has a single database for each Commercial Proposal signed. In this case, the **LICENSEE** shall be fully responsible for the compliance of its controlled companies with these Terms, as well as for all acts and omissions of such companies.

2.3 **SOFTEXPERT** is not responsible for problems with the Products if they are caused by the improper use of third parties, acting on behalf of or in favor of the **LICENSEE**.

2.4 **SOFTEXPERT** will provide the support service according to the support category contracted by the **LICENSEE**, described in the Commercial Proposal, as described in these Terms;

2.5 **SOFTEXPERT** will make upgrades and updates available in compliance with the [Product Lifecycle Policy](#), as described in these Terms.

2.6 **SOFTEXPERT** shall provide the contracted services in the best possible technical manner and in accordance with the specifications and standards agreed with the **LICENSEE**.

2.7 Except as expressly permitted in these Terms, **LICENSEE** may not:

- a) copy, reproduce, modify, adapt or create derivative works of the Products;
- b) rent, lease, distribute, sell, sublicense or transfer the Products to third parties, without **SOFTEXPERT**'s prior knowledge;
- c) incorporate any Products into a product or service provided to a third party;
- d) interfere with or otherwise circumvent mechanisms intended to limit the use of the Products;
- e) reverse engineer, decompile, translate or otherwise seek to obtain the source code, algorithms, file formats or non-public APIs of the Products;
- f) remove or obscure any proprietary or other notices contained on any Product;
- g) access the Products for the purpose of developing or operating competing products or services;
- h) encourage or assist any third party to do any of the above;
- i) use the Products for purposes not permitted by law or to violate legal provisions.

3. COPYRIGHT

3.1 All copyrights relating to the Programs, including but not limited to any images, photographs, animations, videos, audios, music, texts, *plug-ins* and *applets* incorporated into or accompanying the Programs are property of **SOFTEXPERT**.

3.2 The reproduction or distribution of printed materials that may accompany the Programs is prohibited, and any reproduction or use not agreed between the parties will constitute a violation of **SOFTEXPERT**'s copyright.

3.3 In the event that the **LICENSEE** develops a new program that is characterized as a copy of the **SOFTEXPERT** Products, in whole or in part, either of the data dictionary or of the Programs, such new program will be considered part of the Products licensed by **SOFTEXPERT**, and therefore its intellectual property will be incorporated into the Products and its use conditioned to these Terms.

3.4 **SOFTEXPERT** reserves the right to take back the Products in cases where the **LICENSEE**:

- a) Causes damage to **SOFTEXPERT**'s intellectual property by misusing the Products, such as in cases of illegal reproduction of programs;
- b) Disclose all or part of the Licensed Products, their documentation, manuals and technical descriptions to third parties without prior written authorization from **SOFTEXPERT**;
- c) Alter the Products without **SOFTEXPERT**'s consent, whether this alteration is the removal or substitution of sections or routines, or an addition or set of interspersed additions of routines developed, by the **LICENSEE** itself or by third parties contracted, with the purpose of adulterating and making the original program unrecognizable and;
- d) Use the Programs in a manner other than that stipulated herein and in the applicable technical documentation.

3.5. The use licenses will be exclusive property of **SOFTEXPERT** and must be used to process the **LICENSEE**'s information, within the limits and characteristics of the operating environment declared by the **LICENSEE**.

4. GUARANTEES

4.1. **SOFTEXPERT** warrants that: (1) during the term of this agreement, **LICENSEE**'s production environment will comply with the features and functionalities described in the Product Documentation; and (2) the Services contracted under these Terms will be performed in a competent and professional manner, in accordance with accepted industry standards and practices.

4.2. Due to the nature and complexity of the Programs, **SOFTEXPERT** cannot guarantee, by itself or by its suppliers, that the licence's use will be uninterrupted or error-free. In the event of programming faults ("bugs"), **SOFTEXPERT** will correct such faults and may, at its discretion, replace the copy of the Programs with faults with corrected copies.

4.3 The **LICENSEE** declares that it has evaluated the capacity of the Programs and the minimum necessary technical requirements and acknowledges that the functionalities contained therein fully meet its needs, within the standards of quality and adaptability that the **LICENSEE** requires.

4.4 **SOFTEXPERT** is not responsible for the results produced by the Products, if they are affected by any type of external program, or those commonly known as "viruses", by failure of operation, operation by unauthorized persons or any other cause in which there is no proven fault of **SOFTEXPERT**, as well as for damages or losses resulting from administrative, managerial or commercial decisions taken based on the information provided by the Programs, as well as for problems defined as "unforeseeable circumstances" or "force majeure", according to applicable legislation.

5. CONFIDENTIALITY

5.1. The Parties acknowledge that, in the exercise of their duties set out in this Agreement, they may have access, voluntarily or involuntarily, to exclusive or confidential information of the Parties, as well as of their clients or third parties. For this reason, they undertake to maintain total confidentiality in relation to Confidential Information, as defined in these Terms, and shall not in any way or for any reason disclose, transfer or otherwise dispose of such information, except with the prior express written authorization of the other party.

5.2. For the purposes of this Contract, the expression "Confidential Information" means, among others: (i) any and all information relating to the Contract, as well as any information that is disclosed, provided, communicated or acquired (whether verbally, or in writing, in electronic form, texts, drawings, photographs, graphics, projects, resin samples, plants or any other form) by the Parties in the person of their partners, administrators, directors, employees, agents or subcontractors; (ii) any business secret or know-how, document, sketch, drawing, videotape, reproductions, translations, tables, graphs, financial documents, financial statements, accounting documents, audit reports, formulas, studies, opinions, preparation methods, analytical methods, research, technical data, operational data, engineering data, technical specifications, equipment specifications, written requirements and any other form of communication or documentation by the Parties, whether written or not (through audiovisual media, electronic media or any other form), relating to the aforementioned information.

5.3 If, as a result of a valid judicial and/or administrative and/or regulatory order, the Parties are obliged to disclose such information to third parties, they must inform the other party accordingly and take all appropriate legal measures, at their own expense, to prevent the disclosure of such information or, if this is not possible, disclose only that part of the information which is strictly necessary to comply with such order.

5.4 The stipulations and obligations contained in this clause shall not apply to any information that: (i) is in the public domain; (ii) is already in the possession of the Receiving Party as a result of its own research or development, provided that the Receiving Party can prove this by means of tangible documents; and (iii) has been legitimately received from a third party.

5.5 The parties undertake, even after the termination of this Agreement, to maintain the confidentiality determined by the above clause, failure which the offending party will have to compensate the injured party in accordance with the damage caused.

6. TERM AND TERMINATION

6.1. These Terms shall take effect on the Effective Date and shall remain in effect until terminated as set forth herein.

6.2 These Terms may be terminated by either Party at any time, regardless of any judicial or extrajudicial formality, provided that any of the following events occur:

- a) Non-compliance with the obligations set out herein by either party which is not remedied within 15 (fifteen) days from the date on which the offending party is duly notified of the non-compliance;
- b) If any of the parties goes into bankruptcy, judicial or extrajudicial reorganization, or judicial or extrajudicial liquidation.

6.3 Either party may terminate these Terms without cause at any time by giving the other party thirty (30) days' notice in writing.

6.4 Effects of termination: With regards to the Use License, termination shall entail payment by the **LICENSEE** of the duly updated outstanding balance, if any. With regards to the contracted services, termination shall entail immediate stoppage and suspension of the supply of new versions of the Products, if any. From the date of termination, all service installments due shall automatically become due and payable.

6.5 If, within 12 months of the termination request, the **LICENSEE** requests an update of the Software version or re-contracts the Support Service, the **LICENSEE** shall pay the equivalent of 60% of the value of the Use License, as defined in the current price list, for each license of the Product already purchased.

7. PRICE, FORM OF PAYMENT AND ADJUSTMENT

7.1. The total price of the license and contracted services, as well as the payment methods, are stipulated in the Commercial Proposal. All current and applicable taxes are included in the amounts agreed.

7.2 **SOFTEXPERT** reserves the right to reasonably change the price of the Services at any time. In the case of automatic renewal, the adjusted price will take effect from the anniversary date of the Contract and, in the case of renewal by amendment, the **LICENSEE** will be notified within a reasonable period of time.

7.3 In the event of late payment of any of the amounts set out herein, the amounts shall be subject to a late payment fine of 2% (two percent) and interest of 1% (one percent) per month, calculated *pro rata die*. If the delay exceeds 20 (twenty) days, the Services for which the installments are in delay will be automatically suspended until the financial issues are settled.

7.4 Without prejudice to the above, if the **LICENSEE** fails to make any payment on the due date, **SOFTEXPERT** may, without the need for any notice or notification, take the appropriate measures to collect the amount due, and the **LICENSEE** must bear the costs of collection, including protest and legal fees stipulated in court, incurred by **SOFTEXPERT**.

7.5 If the services are suspended due to non-payment by the **LICENSEE**, as soon as they are reactivated, the **LICENSEE** shall pay the amounts related to such services during the period in which they were suspended.

8. SOFTEXPERT'S OBLIGATIONS

8.1. **SOFTEXPERT** undertakes to disclose to the **LICENSEE** the corrections of any errors in the Programs, which are defined as inaccuracies found between the specifications contained in their documentation and their operation. The **LICENSEE** must, in these cases and when necessary, adopt temporary procedures, suggested by **SOFTEXPERT**, while a permanent solution is being developed.

8.2 Indemnify the **LICENSEE** for any losses, damages or direct expenses arising from judicial or administrative proceedings brought by third parties relating to the intellectual property of the Programs, provided that **SOFTEXPERT** is notified in writing of the existence of such proceedings in advance and in good time.

8.3 Sell to the **LICENSEE**, not exclusively and only for its own use, the source codes of the licensed Programs, for a price that will not exceed 10 (ten) times the price charged for the permanent use license, in the event that **SOFTEXPERT** ceases to market and support such programs directly or indirectly, terminates its activities without leaving a successor, or in the event of judicial or extrajudicial dissolution and bankruptcy of its company. The replacement of the Programs with a new version, under the terms of the product life cycle policy, does not constitute an interruption of commercialization.

9. OBLIGATIONS OF THE LICENSEE

9.1 The **LICENSEE** undertakes to transmit to **SOFTEXPERT** all the information necessary for it to install the Products, when this service is contracted, as well as to allow access to its employees so that they can install and/or verify and/or improve the Programs.

9.2 **SOFTEXPERT** does not guarantee that the Products will operate free of errors or interruptions in the event of any modification to the computer environment in which they were initially installed. Computing environment means the structure formed by *hardware* and the operating system.

9.2.1 In this case, the **LICENSEE** must inform **SOFTEXPERT** of the modifications to be made to its computing environment, with 30 (thirty) days' notice and follow the guidelines provided by **SOFTEXPERT**. Provided that it has been previously assessed by the **LICENSEE**, the **LICENSEE** accepts and agrees that the modification of its computing environment may imply in costs for reinstalling and parameterizing the Products on the new configuration of the computing environment, which will be presented by **SOFTEXPERT** to the **LICENSEE** for approval, prior to the performance of such services.

9.3 It is mandatory for the **LICENSEE** to update the versions released by **SOFTEXPERT** initially in a test environment. This stage aims to validate the system update process in the **LICENSEE**'s environment, as well as allows end users to validate their critical processes in an environment parallel to production.

9.4 Maintaining trained personnel for the operation of the Products and for communication with **SOFTEXPERT** and providing, whenever any problems occur with the Products, all documentation, reports and other information relating to the circumstances in which the problems occurred, in order to facilitate and speed up the work.

9.5 Hiring specialized services from **SOFTEXPERT** or companies accredited by **SOFTEXPERT** to design, install and implement the Programs. **SOFTEXPERT** will not provide support services if such activities are carried out by companies and/or professionals not accredited by **SOFTEXPERT**, without prejudice to the termination of the contract.

9.6 The **LICENSEE** is responsible for performing the services and bearing the costs involved in converting data and specific programs that become necessary due to version updates or new programs that **SOFTEXPERT** may release, as well as migrating to other equipment platforms and/or importing data when the **LICENSEE** is migrating from other software to the software licensed by **SOFTEXPERT**. These services may be carried out by **SOFTEXPERT**, subject to approval by the **LICENSEE** of a prior quotation.

9.7 The **LICENSEE** may not pass on to third parties any information related to authentication (internet links, users and passwords) for access to remote services covered by these Terms or other Terms that may be created subsequently. These services include (but are not limited to) access to the knowledge base, training videos, online training sessions, customer portal, etc. Disclosure to unauthorized persons constitutes a breach of contract and may result in sanctions for the **LICENSEE**.

10. USE OF NAME AND IMAGE

10.1 **SOFTEXPERT**, free of any burden to the **LICENSEE**, may use the **LICENSEE**'s name as its client, with the exclusive purpose of publicizing **SOFTEXPERT** and its activities, and may, to this purpose, quote it or

publicize it in all internal or external, public or private means of communication; regardless of prior and express authorization by the **LICENSEE**.

10.2 For the use of images that have restrictive disclosure and use policies by the **LICENSEE**, **SOFTEXPERT** will always request prior authorization from the **LICENSEE** before any disclosure.

11. LIMITATION OF LIABILITY

11.1 Each party's total and cumulative liability in connection with these Terms and the Products and Services provided under these Terms shall be limited to the amounts paid by **LICENSEE** for the use of the Products or provision of the Services in the 12 months prior to the event giving rise to the indemnification liability. Multiple claims will not extend this limit.

11.2 In no event shall either party be liable for any indirect and/or consequential damages (including, without limitation, lost profits or loss of business or reputation), even if such party has been advised of such damages in advance or if such damages were foreseeable.

11.3 The foregoing shall not apply to: (i) payment obligations for the Products and Services under these Terms, or labor or tax obligations; (ii) payment obligations to third parties for infringements of Intellectual Property; (iii) infringement or misappropriation by a Party of the Intellectual Property rights of the other Party; or (iv) a tortious action caused by the gross negligence, recklessness or willful misconduct of a Party.

12. ANTI-CORRUPTION AND SOCIAL RESPONSIBILITY

12.1 The Parties declare and guarantee that in relation to the activities carried out under the Contract: a) they use effective data, information and process controls; and b) they maintain a system of internal accounting controls, sufficient to fully record the activities and payments related to this Contract, so as to ensure that violations of anti-corruption and money laundering laws are detected and prevented.

12.2 The Parties undertake to act within the scope of the prevention of money laundering to prevent them, their agents, employees or third parties from using their services and their activity to conceal or disguise the nature, origin, location, disposition, movement or ownership of assets, in all their business and not only with regard to this Contract. The Parties declare that they are aware of the laws on preventing and combating crimes of "money laundering" and the rules governing the Prevention and Combat of Crimes of "Laundering" or Concealment of Assets, Rights and Values ("Money Laundering").

12.3 The Parties undertake, by themselves, their agents or any third party intermediary, not to offer, give or undertake to give to anyone, facilitate, accept or undertake to accept from anyone, any payment, donation, compensation, financial or non-financial advantage or benefit of any kind that constitutes an illegal or corrupt practice under applicable laws, whether directly or indirectly in relation to the subject matter of this contract, or otherwise than in connection with this Contract.

12.4 The Parties also guarantee that no part of their revenues or benefits arising from this Contract, or from any of their Collaborators, is, has been or will be, directly or indirectly, promised, offered or given to any Public Agent or to a third party related to them, for the purpose of, in order to obtain business, advantages or benefits: a) influencing any act or decision of a public agent in the exercise of their functional activity; or b) inducing a public agent to omit or perform acts of office against a legal provision or against the public interest.

12.5 The Parties further declare and warrant that:

- a) They do not use illegal labor and undertake not to use practices analogous to slave labor or child labor, except for the latter as an apprentice, in compliance with the provisions of the Consolidation of Labor Laws, either directly or indirectly, through their respective suppliers of products and services;
- b) They do not employ persons under the age of 18 (eighteen), including apprentices, in places harmful to their education, physical, mental, moral and social development, as well as in dangerous or unhealthy places or services, at times that do not allow them to attend school, or at night, in accordance with the applicable legislation;
- c) They do not use negative discrimination practices that limit access to or maintenance of the employment relationship, such as, but not limited to, sex, origin, race, color, physical condition, religion,

marital status, age, family situation or pregnancy; and

d) They are committed to protecting and preserving the environment, as well as preventing and eradicating environmentally damaging practices, carrying out their services in compliance with current legislation on environmental protection and environmental crime;

12.6 The **LICENSEE** acknowledges and agrees that **SOFTEXPERT**'s [Code of Conduct and Ethics](#) is an integral part of these Terms.

13. GENERAL CONDITIONS

13.1 These Terms are binding on the parties and their successors, and the **LICENSEE** is prohibited from transferring the rights and obligations imposed by this instrument without **SOFTEXPERT**'s prior authorization. However, this limitation does not affect **SOFTEXPERT**, which may, at any time, assign all or part of the rights and obligations inherent in this contract to its affiliated, associated, controlling, controlled or subsidiary company.

13.2 Failure to comply with the obligations assumed herein as a result of events beyond the control of the parties, such as unforeseeable circumstances and force majeure, in accordance with applicable legislation, shall not constitute grounds for termination of the contract.

13.3 Tolerance of one party towards the other regarding non-compliance with any of the obligations assumed in this contract shall not imply in novation or waiver of rights. The forbearing party may, at any time, demand faithful and complete compliance with this contract from the other party.

13.4 **SOFTEXPERT** may at any time, with 15 (fifteen) days' notice, appoint an employee, agent or legally constituted professional to audit the **LICENSEE**'s computer environment and equipment, in order to verify the perfect use of the Programs, within the specifications of the contracted licenses.

13.5 The license of use allows the existence of a production and test database for the Programs, in cases of *on premise* contracting. In the case of *Cloud* contracting, the license of use will allow the existence of a production database and a test database if duly contracted through the Commercial Proposal.

13.6 The server deployment, in the case of *on premise* contracting, will be at the **LICENSEE**'s address, informed in the Commercial Proposal. The operating system of the **LICENSEE**'s computers must be informed by the **LICENSEE** through the validation *checklist in accordance with SOFTEXPERT's System Architecture Overview*.

13.7 In the event that the **LICENSEE** contracts services that require projects, including, but not limited to, implementation, consultancy or any other **SOFTEXPERT** services, in which the scope of the contract will be open hours, i.e. not a closed package of hours, the **LICENSEE** will have a maximum period of up to 6 (six) months to consume the residual hours of the project, counted from the date of its respective closure.

13.8 Any modification of these Terms shall only be valid if it is set out in an amendment signed by both parties.

13.9 These Terms and its exhibits shall prevail over any and all communications, dealings, advertising, correspondence or negotiations prior to the commencement of the term and as drafted replace and cancel any and all agreements previously entered into between the parties regarding the subject of this contract.

13.10. The **LICENSEE** may contract complementary services by signing specific Commercial Proposals, which shall form part of the Terms and shall be governed by the same conditions and clauses provided for herein.

13.11. The **LICENSEE** acknowledges that the Programs will be used as a tool for the exercise of its professional activities and that, therefore, it has no consumer relationship with **SOFTEXPERT**.

13.12. The parties declare, under the penalties of the Law, that the signatories to this Instrument are their attorneys-in-fact/legal representatives, duly constituted in the form of their respective Articles of Association, with powers to assume the obligations contracted herein. You hereby declare that you are of legal age and capacity to enter into these Terms. In the event that the individual accepting the conditions of this document is doing so on behalf of a company or other legal entity, the individual declares that he/she has the necessary

authority to bind said legal entity and its affiliates (as defined below) to these terms and conditions. In this case, the terms "LICENSEE", "you" and "your" shall refer to such legal entity and its affiliates (as defined below). If the individual accepting this agreement does not have such authority or does not agree to these terms and conditions, the individual must not accept this document and may not use any program.

14. FORUM

15.1 Any disagreement arising from the interpretation or application of this contract, which cannot be resolved amicably, shall be submitted to the courts, and the courts of the District of Joinville, State of Santa Catarina, shall be chosen to settle any doubts arising from this agreement, to the exclusion of any other, however privileged.

And, being in perfect and common agreement, and considering the fact that they have exclusive access to the indicated electronic address and declare full capacity and powers to assume obligations, the Parties electronically sign this instrument, in accordance with article 10 of MP 2.200/01, together with 02 (two) witnesses identified in the attached Electronic Signature Certificate, an inseparable part hereof, so that it may have legal effects.

EXHIBIT I - SEVERITY LEVELS

Severity Level	Definition	Responsibility
Level 1 Critical	<p>Main functionality unavailable. The problem results in extremely serious interruptions to the production system.</p> <ul style="list-style-type: none"> crashed/unavailable system; loss of data; Errors prevent the system from being operated. 	<p>It affects, or could affect, the entire user community. Tasks that must be performed immediately cannot be performed because the system has stopped or key functions of the production system have been interrupted. Data integrity has been compromised and the request service requires immediate processing, as the situation could result in financial losses.</p> <p>The LICENSEE will contact SOFTEXPERT Support for all Level 1 priorities.</p> <p>Continuous efforts will be made to find a solution. Once the main functions are available, the severity level will be reduced to level 3 and a definitive solution will be developed.</p>
Level 2 High	<p>Main functions severely degraded. The problem results in serious interruptions to normal system operations, will negatively impact the entire organization's facilities, urgent <i>deadlines</i> or at risk.</p> <ul style="list-style-type: none"> Slow system due to software; Disabling screens; Inconsistency in data display (due to software bug); Error that hinders but does not prevent the use of the system (The alternative operation lasts at least twice as long as the normal operation). 	<p>In a production system, important tasks cannot be carried out, but the error does not prevent essential operations. Processes still work, but in a restricted way, and data integrity may be at risk. In a pre-production environment, the problem restricts the development of an organizational installation (deployment phase).</p> <p>The service request requires timely processing as it may cause interruptions to critical processes. SOFTEXPERT will use reasonable efforts during coverage hours to solve the problem with the aim of finding a solution sufficient to reduce the priority to level 3, where a permanent solution will then be developed.</p>
Level 3 Moderate	<p>Standard support request. The problem causes isolated or random interruptions in normal operations.</p> <ul style="list-style-type: none"> Inconsistency in the display of data (control not provided for in the software or simultaneous use of the same information). 	<p>It does not prevent the operation of a production system, it can only minimally decrease performance or occur in isolation in certain seasons.</p> <p>The error can be attributed to incorrect system operation or behavior.</p> <p>SOFTEXPERT will use all reasonable efforts during the hours of coverage provided to the LICENSEE to find a solution balancing with the high priority cases. Having provided a temporary solution, SOFTEXPERT's support engineers will work on developing a definitive solution.</p>
Level 4 Minimum	<p>No urgent issues. The problem results in minimal or no disruption to normal operations (no impact on business).</p> <ul style="list-style-type: none"> Any error that does not prevent the use of the software; Need to change the software configuration. 	<p>The question consists of "how to", including items related to APIs and integration, installation and configuration questions, enhancement requests, documentation questions. Improvement requests are logged and evaluated for possible inclusion in future versions. The information requested will be evaluated and answered at a reasonable level of effort in the hours of coverage.</p>

EXHIBIT II - SERVICE LEVEL AGREEMENT (SLA)

1.1 The Technical Support Services (SLA) will be provided according to the category contracted by the **LICENSEE**, as established in the Commercial Proposal.

1.2 For the Technical Support Services contracted by the **LICENSEE**, **SOFTXPRT** undertakes to make available and provide the following services:

1.2.1 Access to product bug fixes: Right of access to SoftExpert product update packages. This is made available via a website, which requires authentication using a password and *login* provided by **SOFTXPRT**.

1.2.2 Access to product improvements (new versions): Right of access to new versions (upgrades) of SoftExpert products, which include innovations in functional, technological and ergonomic requirements distributed throughout the application.

1.2.3 Access to the support knowledge base (FAQ): To assist in the process of correcting problems and/or doubts, the **LICENSEE** will have the right to access the records published in **SOFTXPRT**'s knowledge base, 24 hours a day.

1.2.4 Unlimited corrective maintenance support within the product's life cycle: Unlimited access to support to report and resolve product problems within the product's life cycle. The forms of support will be through the Customer Service Center, by telephone or through the Customer Portal, whose service will be provided during the main service period specified in clause 1.3.

1.2.5 Online helpdesk system for logging and monitoring calls: Access to the online *helpdesk* system (website), for monitoring open or closed calls, 24 hours a day.

1.2.6 Contacts per module approved by the LICENSEE: The **LICENSEE** must designate a specific contact person who can contact the **SOFTXPRT** support center, and by this means provide continuity and build technical and business knowledge by both parties to improve the service. This contact must be duly trained by **SOFTXPRT** or one of its accredited partners, with the following being considered: 01 (one) contact for the STANDARD category, 02 (two) contacts for GOLD, 03 (three) contacts for PLATINUM and 06 (six) contacts for ADVANCED.

1.2.7 Technical support in the use of the application: instruction on how to use the applications, through the Customer Service Center, by telephone or through the Customer Portal, in the case of contracting the GOLD, PLATINUM or ADVANCED service modality.

1.2.8 Technical support in the application's operating environment (in the case of On Premise contracts): Consultancy on how to use, maintain and support the environments where the application is installed, in the case of contracting the GOLD, PLATINUM or ADVANCED service modality.

1.2.9 Personalized technical support analyst: **SOFTXPRT** will designate a technical support analyst, who will be the centralizer of services per set of programs, as defined by **SOFTXPRT**. The **LICENSEE** will always be attended to by the same analysts, generating knowledge of the **LICENSEE**'s environment, in the case of contracting the PLATINUM or ADVANCED service modality.

1.2.10. Emergency technical assistance via remote access (In the case of On Premise contracting): Emergency action carried out on incidents classified as Severity Level 1, through remote access to the **SOFTXPRT** application server where the Programs are installed, with the aim of recovering the product to a condition classified as in minimum conditions of use (Severity Level 3), in cases where the PLATINUM or ADVANCED service modality has been contracted.

1.2.11. Allows workaround time to be defined in the contract: Allows the joint definition (**SOFTXPRT** and **LICENSEE**) of the maximum *workaround* time for problems that may occur within the Programs in cases where the ADVANCED service modality has been contracted. These times are regulated by the criticality of the problem, as explained in Exhibit I.

1.3 The Technical Support Services (SLA) will be provided by **SOFTXPRT** from Monday to Friday, from 8:00 a.m. to 12:00 p.m. and from 1:30 p.m. to 6:00 p.m. (Brasília time), except national holidays.

1.3.1 The **LICENSEE** may request on-call services via e-mail, fax or letter, at least 48 (forty-eight) hours in advance. The services related to the on-call service will be charged as technical consultancy hours in accordance with the value established in the price list in force at the time of contracting, in which case a prior quote must be submitted to the **LICENSEE** for approval.

1.3.2 In the event that the **LICENSEE** hires on-call hours, in accordance with the above clause, and does not use them, it must pay **SOFTEXPERT** the amount of 33% (thirty-three percent) of the total value established for these hours.

1.3.3 Overtime worked from Monday to Friday will be paid at a rate of 60% (sixty percent) above the normal hour. Overtime worked on Saturdays, up to a limit of 4 (four) hours, will be paid at 60% (sixty percent) above the normal hourly rate. All other Saturday overtime will be paid at 100% (one hundred percent) above the normal hourly rate. When worked on Sundays and public holidays, all overtime will be paid at 100% (one hundred percent) above the normal hourly rate.

1.4. Technical Support Services (SLA) are provided remotely and, as a general rule, are not provided on the **LICENSEE**'s premises. If the **LICENSEE** requests *on-site* support, it must previously contract with **SOFTEXPERT** for the hours required to provide this service. The costs of travel, accommodation and meals, among others, incurred as a result of providing *on-site* support services, will be charged to the **LICENSEE**, upon presentation of the respective receipts.

1.5 The following services are not included among the Technical Support Services (SLA) and will be provided upon submission of a Commercial Proposal:

- a) Correction of errors or recovery of files resulting from improper operation and use of the Programs;
- b) Carrying out work outside the scope of the Programs or introducing applications, modifications or alterations to the specifications of the Programs requested by the **LICENSEE**;
- c) Recovery of programs, files and data of any kind due to errors not attributable to **SOFTEXPERT**, caused by operating errors, equipment failures, operating system and electrical installation, in the case of *on premise* contracting;
- d) Adapting and/or reinstalling programs;
- e) Corrections and/or adaptations of programs due to changes in the computer environment or in the originally approved requirements made by the **LICENSEE** without **SOFTEXPERT**'s authorization;
- f) Expansions or modifications of the Programs ordered by the **LICENSEE**;
- g) Changes to the *layout of* screens or reports at the request of the **LICENSEE**;
- h) Installation and/or reinstallation of new versions of the Program;
- i) Execution of any *updates* and upgrades made available by **SOFTEXPERT**;
- j) Conversion, migration, unification of the database or any type of integration with external applications, such as legacy systems, etc;
- k) *On-site* support;
- l) Backup, restore and any data administration service;
- m) Configuration and administration of the e-mail server, database, etc.;
- n) Development and/or alteration of specific functionalities in the Programs, of interest to the **LICENSEE**;
- o) Training program users;
- p) Remote access for error diagnosis that is not **SOFTEXPERT**'s responsibility.

1.6. The response time mentioned below is the time for analysis to begin in accordance with the contracted Support modality described in the Proposal and its Severity levels as per Annex I. The time will be considered in working days/hours as mentioned in clause 1.3, in which the incidence is exclusively with **SOFTEXPERT**, since the count will start from the release of the access date formally made by the **LICENSEE** as per clause 1.6.1.

Severity	Response Time by SLA Category					Resolution Time (Workaround) ³
	Standard	Gold	Platinum	Advanced		
Level 1	16 hours	8 hours	4 hours	1 hour*	02 days	
Level 2	24 hours	16 hours	8 hours	4 hours	04 days	
Level 3	32 hours	24 hours	16 hours	8 hours	06 days	
Level 4	40 hours	32 hours	24 hours	16 hours	10 days ²	

¹For calls opened by telephone directly to SoftExpert support.

²When it comes to improving the Programs, the above deadline will not apply, but the deadline agreed by the parties according to **SOFTEXPERT's** analysis of the items requested by the **LICENSEE**.

Resolution time only applicable to the Advanced support category.

1.6.1 In order to guarantee the System's operational time (Workaround), the **LICENSEE** must provide unrestricted remote access, which will be released at **SOFTEXPERT's** request, for the period necessary to resolve the problem.

1.6.2 In the case of contracting the Advanced technical support category, if **SOFTEXPERT** fails to respect the deadlines established in this clause, due to its sole fault, a fine equivalent to 1% (one percent) of the monthly technical support services fee (SLA) will be applied per day of delay, both in initiating the analysis and in responding to the analysis carried out, up to a limit of 10% (ten percent) of the monthly amount, at which point the **LICENSEE** will have the right to terminate this contract, without prejudice to charging for losses and damages.

1.6.3 The application of the above sanction only applies to errors and defects in the product for which **SOFTEXPERT** is solely responsible related to the Program it owns, in cases of severity levels 1 and 2.

1.6.4 If the deadlines established in the System Operating Time for Levels 3 and 4 are not met due to **SOFTEXPERT's** exclusivity in the production environment, the **LICENSEE**, at its sole discretion, may suspend the monthly payment, provided that **SOFTEXPERT** is informed and without this generating any right to compensation by **SOFTEXPERT**, until the issue is resolved by **SOFTEXPERT**, at which time the **LICENSEE** will pay the amounts withheld, without incurring any charges.

1.7 It is **SOFTEXPERT's** responsibility to provide the information necessary to update the released versions, and it is the **LICENSEE's** responsibility to carry out the updates in the case of *Cloud* contracting.

1.7.1 In the case of *Cloud* contracting, or in the event that the **LICENSEE** contracts cloud infrastructure services, offered separately by **SOFTEXPERT**, **SOFTEXPERT** will be responsible for updating the contracted Programs on its servers, and will keep versions of the Programs updated to their latest released version without the need for prior notification to the **LICENSEE**, and these updates will always take place outside of business hours.

1.8. In the event that an Update or new Version of **SOFTEXPERT's** Programs requires new versions of third-party products, the **LICENSEE** is solely responsible for acquiring these products.

1.9 Conditions for the application of Technical Support Services (SLA):

- a) Tickets characterized as Service or Suggestion will not have an SLA computed;
- b) Incidents that occur only on one or a few workstations will not have an SLA computed, as they characterize specific changes in the configuration of the workstations. The incident must originate from the application server where the software is installed;
- c) Only tickets from clients with an infrastructure approved by **SOFTEXPERT** and which allow remote access to the server where the incident occurs will be valid for the purposes of applying the SLA;
- d) Incidents that cannot be simulated by the client in a test or acceptance environment will not be valid for SLA counting purposes;
- e) Incidents encountered during the execution of customizations contracted separately by the **LICENSEE** will not be valid for SLA counting purposes;
- f) Time periods relating to the **LICENSEE's** response to requests for information and/or actions that **SOFTEXPERT** has sent to the **LICENSEE** regarding the incident in question will not be taken into account in the service time.

1.10. **Installation prerequisites:** Installation will only begin once the specific form for the customer's environment has been completed. The technical prerequisites for installing the system in terms of hardware and software must be dealt with at the same time as the solution is purchased. Technical Professional Qualification: To administer the system, it is necessary to appoint a user with minimum general knowledge of IT (operating system and database).

1.11. Acceptance of Services by the Client: The client will have 5 (five) working days from the completion of the service proposed in this scope to express their acceptance or not. Any negotiations regarding the services must be recorded via e-mail. If the client does not respond within 5 (five) working days of completion, the services will automatically be considered accepted and approved, thus enabling billing in accordance with the values and conditions in the commercial proposal, as well as the start of the warranty period.

1.12. Service Warranty Period: The standard warranty period is 90 (ninety) calendar days from approval of the service performed. The warranty covers system parameterization activities carried out by **SOFTEXPERT** consultants that contain errors within the project deliverables, such as formulas, calculations, portals, rules informed at Discovery time that are not in accordance with what has been aligned. Product-related problems will be dealt with via standard support in accordance with the contracted SLA.

EXHIBIT III - CLOUD INFRASTRUCTURE SERVICES

The Parties agree that the provisions contained in this section shall apply solely and exclusively in cases where the **LICENSEE** contracts the Cloud Infrastructure Services service.

CLAUSE ONE - THE OBJECT AND ITS DEFINITION

1.1 In order to expand the services offered to it, the **LICENSEE** resolves, by means of this exhibit III, which integrates these Terms, to contract the cloud infrastructure services offered by **SOFTEXPERT**.

1.1.1 The scope of this service includes providing access to the contracted solution (SoftExpert Suite) in a cloud infrastructure managed by **SOFTEXPERT**, with processing and storage capacity as described in the commercial proposal (number of users and estimated data storage space).

1.1.2. The Cloud Infrastructure Service will be provided in accordance with the provisions of the [Cloud Infrastructure](#) document.

CLAUSE TWO - THE CLOUD INFRASTRUCTURE SERVICE

2.1 **SOFTEXPERT** undertakes to provide the services according to the category contracted by the **LICENSEE**, and shall not be held responsible for any damage caused by:

- a) Any interruptions in the services contracted herein that may be caused by defects in the communication systems of the telecommunications company used by the **LICENSEE** to transmit data via the Internet;
- b) Failures in the data transmission or routing systems via the Internet provided by the telecommunications company contracted by the **LICENSEE**, **SOFTEXPERT** being responsible only for the availability of the cloud infrastructure for the perfect functioning of the solution acquired by the **LICENSEE**;
- c) Loss of data, due to delays of any kind, non-transmission, loss of transmission, or interruption of services which are caused by the **LICENSEE**'s negligence, error or omissions;
- d) Performance failure, interruption, defect, delays in operation or transmission, communication line failure, link access failure caused by the telecommunications company or any telephone company;
- e) Theft, destruction or alteration of information caused by access by unauthorized personnel;
- f) For damages or losses arising from administrative, managerial or commercial decisions taken on the basis of information provided by the Programs;
- g) For the veracity of the **LICENSEE**'s information;
- h) For omitting information;
- i) For sending information that implies the annulment of legal acts carried out, especially information that is tainted with error, intent and simulation.

2.3. The **LICENSEE** is strictly prohibited from:

- a) Transmitting or storing any information, data or material that violates any federal, state or municipal law, of a national or foreign nature;
- b) Making available or storing on **SOFTEXPERT**'s servers any material restricted by copyright (unless the copyright belongs to the **LICENSEE**) or considered harmful to **SOFTEXPERT**'s equipment, protected by state secret or other legal statute;
- c) Transmitting or storing any adult material related to pornography and/or sex-related propaganda. **SOFTEXPERT** will be the sole arbiter of what constitutes any violation of this measure;
- d) Make any attempt to break passwords or hack into other people's websites on or from a **SOFTEXPERT** server.

2.4. The **LICENSEE** undertakes to keep its registration data duly updated. Any and all changes must be communicated to **SOFTEXPERT**. The **LICENSEE** must also access its environment on a regular basis in order to be aware of the updates made available by **SOFTEXPERT**.

2.5. **SOFTEXPERT** reserves the right to change any technical procedure relating to the contracted services

without prior notice, provided that such change does not cause any damage to the services to be provided to the **LICENSEE**.

2.6. **SOFTEXPERT** will make available the number of users and the disk space for the type of access contracted by the **LICENSEE**. If the consumption limit is reached or exceeded, **SOFTEXPERT** will automatically readjust the value of the cloud infrastructure service installment based on the current pricing policy and considering the disk space required according to the **LICENSEE**'s demand. **SOFTEXPERT** will limit the use of the product, as well as the registration of new records within the solution, under the terms of clause 2.9, until the value is readjusted.

2.7. The **LICENSEE**'s system and internet speed requirements must be adequate according to the requirements determined by **SOFTEXPERT**.

2.8. When the contracted modality is Shared, there will be no test environment for prior approval of the corrective packages. All corrective packages will be applied directly in a production environment, in technical windows previously defined by **SOFTEXPERT**. All functionality testing of the Programs is carried out internally.

2.9 The **LICENSEE** acknowledges and agrees that in the event of default on payments, access to its cloud environment will be suspended.

2.10. It is hereby agreed between the Parties that, in the case of contracting the cloud infrastructure service in the Shared mode, **SOFTEXPERT** will define the update schedule according to previously defined technical windows.

2.11. In the case of contracting the Dedicated modality, the **LICENSEE** will define the update date with **SOFTEXPERT**, considering the 12 (twelve) month period to authorize the product update when **SOFTEXPERT** makes first, second or third digit updates available, as defined in clause 4.8.1. of the Contract. If the **LICENSEE** refuses to carry out the version upgrade, it may choose to wait for an additional 12 (twelve) months, in which case **SOFTEXPERT** will charge an additional 30% (thirty percent) of the price charged for cloud infrastructure, as defined in the current price list.

2.12. The **LICENSEE** that opts for the Dedicated modality acknowledges and agrees that, after 24 months from the release of a new version, the use of the obsolete Software will no longer be possible, leaving the **LICENSEE** to update the system or terminate the Contract, according to the [Product Life Cycle Policy](#), without any charge to the Parties.

CLAUSE THREE - SPECIAL CONDITIONS

3.1 In cases of urgency, understood to be cases that jeopardize the regular operation of the infrastructure and those determined for security reasons due to detected vulnerabilities, interruptions will be immediate, without prior notice from **SOFTEXPERT** to the **LICENSEE**.

3.1.1 The maintenance and interruptions to be informed are solely and exclusively those that interfere with the operation of the hosted server, and prior information on interruptions for technical reasons of ancillary services that do not imply damage to the operation of the server is not required.

3.2 The backup of information and guarantees of the contingency and business continuity plan are part of the scope of the services provided and, for reasons of security and technical feasibility, **SOFTEXPERT** will provide copies of the database only in cases of termination or resolution of the Contract.

3.2.1 In the event of termination or resolution of the Contract, the **LICENSEE** must request a backup of the database and electronic files from **SOFTEXPERT**. Within 15 (fifteen) days of the **LICENSEE**'s request, the backup will be made available by **SOFTEXPERT** via a temporary and protected link. **SOFTEXPERT** will keep the temporary backup access link available for the **LICENSEE** for 10 (ten) days. Any requests to make the backup available must be previously agreed between the Parties.

3.2.2 For the security of the **LICENSEE**'s information, **SOFTEXPERT** may retain the backup of the **LICENSEE**'s data for 365 days from the date of termination. During this period, the **LICENSEE** may request a copy of the backup for download, both of the database and of the electronic files.

3.2.3 The **LICENSEE** may request the permanent deletion of the backup of its data and electronic files at any time. After 365 days from the termination of the Agreement, the **LICENSEE** acknowledges and agrees that the backup of its data and electronic files will be automatically and permanently deleted.

3.3 Once the Backup is made available and accessed by the **LICENSEE**, **SOFTEXPERT is** not responsible for the security of the information and protection of the data in the Backup, nor is it responsible for the actions taken by the **LICENSEE** with the information.

CLAUSE FOUR - AVAILABILITY OF THE APPLICATION

4.1 Notwithstanding the other provisions of this annex, **SOFTEXPERT** guarantees 99% availability of the contracted application server, considering 24x7 availability, excluding previously scheduled downtime for maintenance outside of business hours. In the event that the infrastructure becomes unavailable, **SOFTEXPERT** undertakes to remedy this within a maximum of four (4) hours.

4.2 If **SOFTEXPERT** does not respect the deadline established in clause 4.1 above, a fine equivalent to 1% (one percent) of the total monthly service fee defined in Annex I will be applied per hour of delay, up to a limit of 50% (fifty percent) of the monthly fee, at which point the **LICENSEE** will have the right to terminate this contract without any cost to it.

CLAUSE FIVE - CHARACTERISTICS OF THE CONTRACTED CLOUD INFRASTRUCTURE SERVICE

	Standard	Premium	Enterprise	Regulated
User limit	8 users included in the base price. Additional users charged according to the pricing policy with a maximum limit of 15 users	8 users included in the base price. Additional users charged according to pricing policy.	15 users included in the base price. Additional users charged according to pricing policy.	15 users included in the base price. Additional users charged according to pricing policy.
Storage limit	HGBDB+10Gb S3	10 Gb DB + 50 Gb S3 included in the base price. Surplus charged as additional.	50GB DB + 100Gb S3. Surplus charged as additional.	50Gb + 100Gb S3. Surplus charged as additional.
REST export will dataset	Not available	Available	Available	Available
Analytics	It does not allow performing analyzes with a processing time of more than 2 seconds and materializations with a time of more than 15 seconds	It does not allow performing analyzes with a processing time of more than 2 seconds and materializations with a time of more than 15 seconds.	It does not allow performing analyzes with a processing time of more than 2 seconds and materializations with a time of more than 15 seconds.	It does not allow performing analyzes with a processing time of more than 2 seconds and materializations with a time of more than 15 seconds.
Audit trail	Partial, 30 days	No restrictions.	No restrictions.	No restrictions.
Sandbox Environment	Not available.	Development/testing environment available upon additional contract, in the same version as the production environment.	1 room included, with the possibility of having more rooms hired additionally. Each environment can have different versions.	1 room included, with the possibility of having more rooms hired additionally. Each environment can have different versions.
IP blocking	Not available.	Not available.	Available.	Available.
Product customizations	Not available.	Not available.	Available.	Available.
Segregation	Shared Application Sever (multi tenant), one database and storage bucket per instance.	Shared Application Server (multi tenant), one database and storage bucket per instance.	Dedicated Application Server (single tenant), one database and storage bucket per instance.	Dedicated Application Server (single tenant), one database and storage bucket per instance.
System version	Latest version available, updated according to the product release schedule.	Latest version available, updated according to the product release schedule.	Customers can use versions for up to 12 months. You can schedule an update.	Customers can use versions for up to 12 months. You can schedule an update.
Access to backups.	Only at the end of the contract.	Only at the end of the contract.	Only at the end of the contract.	Access to monthly downloadable backup.
Compliance.	Pentest, hardening reports and ISO 27001 certificate.	Pentest, hardening reports and ISO 27001 certificate.	Pentest, hardening reports and ISO 27001 certificate.	Installation Qualification, Validation certificate, Pentest reports, hardening and ISO 27001 certificate.

*If the contracted disk space is exceeded, clause 2.6 must be observed.

CLAUSE SIX - ECONOMIC AND FINANCIAL REBALANCING OF THE CONTRACT

6.1 The amounts paid for cloud infrastructure will be readjusted based on the variation in the US dollar rate, on the renewal base date defined in the Contract or in the shortest period of time legally permitted. **SOFT EXPERT** will automatically readjust the amount paid for cloud infrastructure under this Contract in the event of the occurrence of facts that constitute economic downturn or if there is an exchange rate variation of more or less than 10% in relation to the exchange rate fixed on the date the Commercial Proposal was signed, the Purchase Order was issued or the acceptance was formalized by the **LICENSEE**, with the aim of restoring the economic and financial balance of the Contract.

CLAUSE SEVEN - OTHER PROVISIONS

7.1. The amounts to be paid by the **LICENSEE** to **SOFTEPERT** for the services described herein are defined in the Commercial Proposal attached to this contract.

7.2 The other conditions of contract, in particular, but not limited to, the exclusion of the scope, restrictions on the license of use, obligations of the **LICENSEE**, validity and technical validity, non-liability of **SOFTEPERT**, termination, copyright and intellectual property rights, confidentiality and general conditions shall remain in full force and effect.

EXHIBIT IV - PRODUCT LIFE CYCLE

1. The application's technical support service will be discontinued by **SOFTEPERT** after 24 (twenty-four) months from the release of a new first, second or third digit version of the Software. After this period, support for obsolete versions will be limited to answering questions.
2. For the purposes of **SOFTEPERT**'s support term, a version is considered to be the identification of the first, second and third digit, disregarding the last part. For illustrative purposes, if the product is in version "2.0.13" and this version was released on 31/12/2020, the **LICENSEE**'s support commitment is limited solely to versions that were released between 01/01/2019 and 31/12/2020 (24 twenty-four months from the release date of the most current version), and this service can no longer be provided for versions prior to this. The most current version of the Software can always be checked by the customer on the Customer Portal.
3. **SOFTEPERT**'s correction policy consists of correcting the current version (last version released to the market). When new versions are released, the correction will also be replicated for the penultimate version released. For customers who have restrictions on updating their version, **SOFTEPERT** will carry out a critical analysis of the complexity of correcting older versions (taking into account the 24-month time limit for the current version) and, if technically feasible, may release the corrective patch, with the possibility of charging additional amounts in the customer's contract for this type of transfer.
4. Exceptionally, the **LICENSEE** may contract the Extended Support service to remain in an obsolete version for an additional 12 (twelve) months, upon payment of the additional amount defined in the Commercial Proposal, which will be adjusted annually by the index defined in the Commercial Proposal, accumulated over the last 12 (twelve) months.

EXHIBIT V - RSO ENVIRONMENT

The Parties agree that the provisions contained in this session apply solely and exclusively in cases where the **LICENSEE** contracts the On Premise modality and specifically the RSO Environment service.

1. In order to expand the services offered, the **LICENSEE** hereby decides to contract the "Remote System Administration" services offered by **SOFTEXPERT**, which consist of the remote technical administration of SoftExpert solutions during business hours to ensure full support for its operating environment, guaranteeing its operation with the best possible level of performance.

2. All services referred to in item "1" shall be provided and performed remotely during business hours in accordance with clause 3.3 of this Agreement and are limited solely to SoftExpert applications.

3. Without prejudice to the other restrictions and exclusions provided for by law and in this contract, the following services are not included in the scope of this Annex: a) Execution of *backup/restore* routines; b) Complete installation of the system; c) Complete installation of the operating system, DBMS and e-mail server; d) Monitoring and administration of workstations; e) Updating of 1st and 2nd digit versions; f) Installation or modification of contracted customization files.

4. The RSA service is available in *Infinity* mode.

5. Without prejudice to the obligations laid down by law and in this contract, the **LICENSEE** is responsible for: a) Providing a stable communication link with good performance for remote administration of the system; b) Allowing **SOFTEXPERT** accredited professionals "administrator" level access to the monitored servers;

6. The amounts to be paid by **SOFTEXPERT** to the **LICENSEE** for the services described herein are set out in Annex I to this contract.

7. The other conditions of contract in particular, but not limited to, with regard to exclusion from the scope, restrictions on the license of use, obligations of the **LICENSEE**, validity and technical validity, non-responsibility of **SOFTEXPERT**, termination, copyright, confidentiality and general conditions shall remain in full force and effect.

EXHIBIT VI - VALIDATION KIT UPDATE GUARANTEE

1. The Parties agree that the provisions contained in this section apply solely and exclusively in cases where the **LICENSEE** contracts the Remote System Administration service, which is provided in order to expand the services offered by the **LICENSEE**.

a) Provision of updated versions of the Standard Validation Kit with each change of the first or second version digit of the **SOFTEXPERT** application.

2. All the services referred to in item "1" will be provided and executed remotely during business hours under the terms of clause 1.6. of these General Conditions, and are limited solely to **SOFTEXPERT** applications.

3. Without prejudice to the other restrictions and exclusions provided for by law and in this contract, the following services are not included in the scope of this Annex:

- a) Support of any kind for the use of **SOFTEXPERT** products;
- b) Training of any kind;
- c) Version migration services required when there is an update involving an increase in the first or second digit of the application version;
- d) Adaptations to the Standard Validation Kit to meet requirements customized by the **LICENSEE** or any other specific situations known or that may arise.

4. Without prejudice to the obligations provided for by law and in this contract, the **LICENSEE** is responsible for:

- a) Have a stable and well-performing communication link to ensure adequate conditions for the provision of support services.
- b) Have your own or a third-party validation team in charge of planning and executing the validation project.
- c) Have personnel adequately trained in the applications covered by the scope of the validation.

6. The amounts to be paid by **SOFTEXPERT** to the **LICENSEE** for the services described herein are defined in the Commercial Proposal, attached to these General Conditions.

7. The other conditions of contract in particular, but not limited to, with regard to exclusion from the scope, restrictions on the license of use, obligations of the **LICENSEE**, validity and technical validity, non-liability of **SOFTEXPERT**, termination, copyright and intellectual property rights, confidentiality and general conditions shall remain in full force and effect.