



HABILITAÇÃO TÉCNICA

ATESTADO DE CAPACIDADE TÉCNICA

Atestamos para os devidos fins de direito, que a empresa **LGPDNOW Tratamento e Hospedagem de Dados LTDA**, com sede na Av Eng Luiz Carlos Berrini, 1140, Conj 72, Cidade Monções, São Paulo SP, inscrita no CNPJ sob o nº 35.101.516/0001-07, forneceu os produtos e serviços detalhados nesse atestado, não havendo fatos supervenientes que desabonem sua conduta técnica e comercial dentro dos padrões de qualidade e desempenho requeridos, tendo cumprido com todas suas obrigações contratuais, não havendo reclamação ou objeção quanto à qualidade dos produtos/serviços prestados até a presente data.

Contrato nº 03/2020

Vigência: de 26/03/2020 e ainda vigente

Empresa: VOETUR TURISMO E REPRESENTAÇÕES LTDA, com endereço na SC/N Quadra 05, Bloco A50, Sl 417, Ed. Brasília Shopping em Towers, Asa Norte, Brasília DF, CEP: 70.715-900, inscrito no CNPJ/MF sob o nº 01.017.250./0001- 05

| SERVIÇOS CONTRATADOS | | |
|---|----------|--------------------|
| Descrição | Métrica | Quantidade e Total |
| Fornecimento/disponibilização de licenciamento de Plataforma para Inteligência Artificial Generativa para modelos de linguagem de grande escala – H2O | Licenças | Ilimitado |
| Serviços de Consultoria e Prestação de Serviços Técnicos Especializados em Ciência de Dados e Machine Learning e Serviço de hospedagem em nuvem. | Horas | 45.000 |
| Fornecimento/disponibilização de licenciamento de Plataforma de autoML para Inteligência Artificial tradicional (modelos supervisionados e não supervisionados) – H2O | Licenças | Ilimitado |
| Solução de compliance e alinhamento organizacional via plataformas de comunicação, baseada em políticas corporativas - Blankstate | Licenças | Ilimitado |
| Fornecimento de plataforma de análise de compliance inteligente, envolvendo avaliação de risco e governança de Sistemas de IA - ComplianceNow | Licenças | Ilimitado |

Características do Fornecimento

O fornecimento/disponibilização da Plataforma foi no Modelo SaaS (Software as a Service) e efetivado incluindo-se serviços de suporte 24 x 7 e garantia de atualização de versões, dentro dos parâmetros e atendimento aos níveis de serviço definidos em Contrato.

Os Serviços de Consultoria e Serviços Técnicos, de forma aproximada, foram assim distribuídos:

- Serviços Especializados em Ciência de Dados: 5000 horas
- Análise e criação de Modelos de Dados: 15000 horas
- Mapeamento e Análise de Processos de Negócio: 5000 horas
- Customização da Plataforma de Anonimização/criptografia: 7500 horas
- Integração da Plataforma com Sistemas Legados: 2500 horas
- Levantamento/Análise/Implantação de ferramentas, modelos e algoritmos de Inteligência Artificial e Machine Learning: 10000 horas
- Serviço de hospedagem em nuvem

Perfazendo o total de 45.000 (quarenta e cinco mil) horas de serviços executados.

Foram executados ainda, a título de treinamentos e capacitações diversas, os seguintes serviços:

- Treinamento na Plataforma Lowcode/NoCode: 02 turmas – 10 alunos no total
- Capacitação Técnica em IA e em ML: 02 turmas – 07 alunos no total
- Capacitação Técnica em anonimização/criptografia: 02 turmas – 07 alunos no total

Do Ambiente

O Grupo Voetur conta em seu quadro permanente com mais de 2.500 (dois mil e quinhentos) funcionários.

Observações Finais

Todos os serviços acima detalhados foram prestados usando os padrões, princípios e as melhores práticas do mercado, entre as quais destacamos:

- PMBOK 7 - *Project Management Body of Knowledge* para Projeto

- BPM CBOK 4 - Business Process Management Common Book of Knowledge para Projeto BPM;
- COBIT 5 - *Control Objectives for Information and Related Technology* para Governança;
- ITIL 4 - *Information Infrastructure Library* para infraestrutura, operação e gestão de serviços.

Brasília, DF, 02 de abril de 2025

Andreia Lima

Marinho:255578
85811

Assinado de forma digital
por Andreia Lima
Marinho:25557885811
Dados: 2025.05.07 18:12:56
-03'00'

Andreia da Silva Lima

Diretora Executiva

61-98141-9256 / andreia.lima@voetur.com.br

ATESTADO DE CAPACIDADE TÉCNICA

Contratante:

PREFEITURA MUNICIPAL DE JOÃO PESSOA, com sede à Rua Diógenes Chianca, Nº 1.777, Água Fria, inscrita no CNPJ sob o n.º 08.778.326/0001-56

Contratada:

LGPDNOW Tratamento e Hospedagem de Dados LTDA, inscrita no CNPJ sob n. 35.101.516/0001-07, com endereço na Av Eng Luiz Carlos Berrini, nº1140, Cidade Monções, Cidade São Paulo SP, CEP: 04571-930.

Atestamos, para os devidos fins, que a empresa LGPDNOW, acima descrita, forneceu:

- Plataforma na modalidade de software como Serviço (SAAS) por tempo determinado de 12 (doze) meses, para automatização dos fluxos de trabalho de aprendizagem de máquina e ciência de dados, por meio de plataforma LOW CODE, compreendendo a instalação, configuração, atualização do software, implantação, e suporte técnico.

Fabricante: **H2O.AI, INC.**

Quantidade de IA units: 06

- Serviço especializado de Ciência de Dados para mapeamento e análise dos processos de negócio, serviços de customização e desenvolvimento de integrações com os sistemas da plataforma.

- 10.600 horas de trabalho;

- Serviços de capacitação e treinamento.

- Concepção e construção de programas de governança, gestão de processos e Compliance;
 - 10 mil horas de trabalho;

- Processos de melhoria na gestão de dados, metas e informação;
 - 5 mil horas de trabalho;

- Condução do processo de adequação à LGPD;
 - 10 mil horas de trabalho;

- Mapeamento de Processos de Negócios;
 - 4 mil horas de trabalho;

- Gestão de Informação e Inteligência de Dados usando tecnologia IA;
 - 15 mil horas de trabalho;

- Modelagem de soluções de inteligência de negócios usando BPM.

Todos os serviços até o momento foram executados de forma satisfatória, por profissionais capacitados, dentro dos prazos estipulados, não existindo em nossos registros até a presente data, nada que desabone sua conduta e responsabilidade com as obrigações assumidas.

João Pessoa, 20 de junho de 2024

Bruno Reis Crispim
Cargo: Coordenador Municipal de Tecnologia da Informação
E-mail: bruno.crispim@joaopessoa.pb.gov.br



CONTRATOS DE PARCERIAS



IBM Business Partner

**Embedded Solution Agreement
Enrollment Form**

This Enrollment Form modifies the terms of the Embedded Solution Agreement (**Base Agreement**) referenced above, and any applicable Attachments), and govern BP's acquisition of IBM Products and/or Non-IBM Products (collectively, "**Products**") from the IBM Tech Broker specified herein. This Enrollment Form is a type of Transaction Document (TD) under the Base Agreement. The Base Agreement, this Enrollment Form, and any applicable Attachments when signed shall form a separate agreement between the parties and are the complete agreement (**Agreement**) regarding transactions described herein.

1. Changes to Agreement Terms

Under this Enrollment Form, BP is authorized to acquire the identified Products from BP's chosen IBM Tech Broker identified herein. IBM will notify BP via its IBM Tech Broker if an Enrollment Form is declined.

All terms in the Base Agreement and any applicable Attachments that refer to payments to, or credits or refunds from, IBM, payment of taxes to IBM, or purchase commitments made to IBM do not apply to this enrollment Form and BP shall provide payment to the IBM Tech Broker subject to the separate terms between BP and its IBM Tech Broker.

References to transfer of title, risk of loss, and insurance for a Machine do not apply to BP as BP acquires title to a Machine as described in BP's contract with its IBM Tech Broker.

Any claim against IBM shall only be valid to the extent that BP does not claim and recover against its IBM Tech Broker. All terms in the Base Agreement or any applicable Attachments that refer to IBM's defense or indemnification obligations shall not apply when BP acquires Products from an IBM Tech Broker.

BP is entirely free to set its own prices and other terms and conditions for any Embedded Solution stated on this Enrollment Form, to the extent that such terms are consistent with those of the Agreement or any other applicable provision agreed with IBM.

BP agrees that failure to reasonably cooperate with any audit process or verification request is a material breach of the Agreement, subject to termination of distribution rights, as provided in the Agreement.

In addition to the Territory restrictions in the Base Agreement and the applicable Attachment, BP may not distribute the Embedded Solution containing IBM Product(s) to End Users in Cuba, Iran, North Korea, Russia, Syria, Belarus, Crimea, and the Donetsk, Luhansk, Kherson and Zaporizhia (Zaporizhzhia) regions of Ukraine (collectively, "Prohibited Destinations"). In addition, BP may not distribute the Embedded Solution containing IBM Product(s) to: (i) majority-owned subsidiaries of any entity located or headquartered in any Prohibited Destination; or (ii) entities majority-owned by citizens of the Prohibited Destinations, or majority-owned by entities headquartered in any Prohibited Destination.

2. Enrollment Form Details

A. IBM Tech Broker

| | |
|---|-----------------|
| REGISTERED ESA TECH BROKER COMPANY NAME: TD SYNEX Brasil Ltda | |
| ESA Tech Broker Reference Number (SAP Contract Agreement #): 3983595 | |
| ESA Tech Broker Address: AV. Acesso Rod Rio SN, TIMS Qd 08 | |
| Postal Code: 29161-376 | Country: Brazil |
| Telephone: +55 (11) 99157-5262 | |
| E-mail Address: cassia.lago@tdsynnex.com / lucas.goncalves@tdsynnex.com | |

B. BP Company Information

| | |
|---|----------------|
| BP REGISTERED COMPANY NAME: LGPDNOW Tratamento e Hospedagem de Dados LTDA | |
| BP IBM Customer Number (if known): 0004391759 | |
| BP Company Address: Av Eng Luiz Carlos Berrini, 1140, Conj 72, Cidade Monções, São Paulo SP | |
| Postal Code:04571-930 | Country:Brasil |
| VAT/GST/Tax ID Number: 35.101.516/0001-07 | |
| BP Contact Name: Vanessa Ferreira | |
| BP Contact Position: CFO | |
| Telephone: 11-4890-2372 | |
| E-mail Address – Company: vanessa@lgpdnow.com.br | |
| Email Address – Primary Contact listed above: vanessa@lgpdnow.com.br | |

C. BP Documents

| |
|--|
| ESA Base Agreement # (if available): BREHINTAUW7 |
| Attachment for Programs: Y/N (indicate if this applies): N |
| Attachment for Cloud Services: Y/N (indicate if this applies): N |
| Attachment for Appliances: Y/N (indicate if this applies): N |

D. Term

The Enrollment Form commences on the date of BP’s signature below and continues until the last day of the 24th full month thereafter ("**Term**"). On or prior to the expiration of the Term, a new Enrollment Form and subsequent approvals will be required to continue business for the Embedded Solution.

If BP requests any changes to the Enrollment Form during the Term (i.e. changes to Value-Add), a new Enrollment Form will be required, as mutually agreed in writing. The new Enrollment Form will be replaced, and its terms will supersede, the previous Enrollment Form and any such related terms for the Embedded Solution.

E. Embedded Solution and Value Add

For an Embedded Services-Based Solution, the Embedded Services-Based Solution Appendix applies.

For the avoidance of doubt, providing only installation or implementation services or hosting the Product alone is not considered significant new functionality or capability and does not constitute Value Add.

| | |
|---|---|
| <p>Business Partner's Value Add:</p> | <p>A LGPD Now agrega valor às robustas funcionalidades dos produtos IBM ao oferecer uma abordagem customizada, inteligente e integrada, elevando a experiência do cliente final. Nosso diferencial está na aplicação prática e na especialização em conformidade regulatória, IA e governança de dados.</p> <ul style="list-style-type: none"> a. Customização Especializada: A LGPD Now adapta e potencializa os componentes IBM para atender de forma precisa às exigências da LGPD e outras regulações, centralizando e simplificando a gestão de políticas, inventário de dados, auditorias e governança. Reduzimos a complexidade operacional, garantindo rastreabilidade completa dos dados e processos. b. Integração e Automação de Processos: Nossa solução expande as capacidades de automação IBM ao integrar módulos próprios como simulação de auditoria, gestão de riscos e planos de ação automatizados, proporcionando respostas rápidas e eficazes a incidentes, auditorias e revisões regulatórias. c. Experiência do Usuário e Gestão Centralizada: Por meio de interfaces intuitivas e um painel unificado, a LGPD Now torna as funcionalidades avançadas dos produtos IBM mais acessíveis e gerenciáveis, facilitando o monitoramento contínuo de riscos, a geração de relatórios e a manutenção da conformidade, sempre com foco na melhor experiência para o cliente final. d. Inteligência Integrada, GenAI e Insights Preditivos: Um dos grandes diferenciais é a aplicação da expertise do nosso time especializado em IA e GenAI, que desenvolve agentes inteligentes e modelos de linguagem para maximizar o uso das capacidades IBM. Utilizamos IA generativa para extração automatizada de informações específicas, resumos inteligentes, análises de conformidade e gestão preditiva de riscos. Tudo isso viabiliza uma automação inteligente e compliance dinâmico, capaz de antecipar vulnerabilidades e apoiar a tomada de decisão de forma ágil e eficiente. e. Agilidade na Implementação e Flexibilidade: Combinamos as melhores práticas de mercado às tecnologias IBM para garantir uma entrega ágil, escalável e sob medida, capaz de evoluir junto com as demandas dos clientes e as constantes atualizações regulatórias. <p>Em suma, o valor agregado é oferecer ao mercado uma plataforma de conformidade e governança de dados muito mais robusta, confiável e escalável, apoiada pelas tecnologias de IA e segurança mundial da IBM.</p> |
| <p>Name of Embedded Solution:</p> | <p>Solução de Compliance (ComplianceNow)</p> |

| | |
|---|--|
| Description of the Embedded Solution: | <p>O <i>ComplianceNow</i> é uma plataforma unificada de Governança, Segurança e Inteligência Artificial que permite às organizações atender aos requisitos regulatórios (LGPD, GDPR e outros) de forma automatizada e integrada. A solução abrange:</p> <ul style="list-style-type: none"> • Governança e Conformidade: Inventário de dados, mapeamento de processos, definição de políticas e normas, auditorias simuladas, gestão de riscos e planos de ação. • Segurança da Informação: Módulos de gestão de incidentes, criptografia, tokenização, testes de intrusão (interno/externo/nuvem) e monitoramento contínuo de vulnerabilidades. • IA e Automação: Descoberta inteligente de dados, análise preditiva de riscos, automação de processos (RPA) e módulos de machine learning que auxiliam na identificação de anomalias, fraudes e não conformidades. • Educação e Capacitação: Portal EAD gamificado para treinamento dos colaboradores em LGPD, segurança e boas práticas de compliance. <p>A plataforma pode ser hospedada em nuvem (IaaS) ou on-premises, integrando-se a diferentes fontes de dados e sistemas legados via APIs. Dessa forma, <i>ComplianceNow</i> centraliza e orquestra todos os aspectos de privacidade, segurança, governança e IA.</p> |
| Third Party Value Add (if applicable): | {Description of Third-Party Value-Add} |
| Indicate if Embedded Services-Based Solution | No |

F. IBM Product Table

| IBM Part Number | IBM Product Description or IBM Product Group/Offering Family Description |
|-----------------|---|
| D1U2ALL | Cloud Advanced Support 1 Brazilian Real per Month |
| D1U2BLL | Cloud Advanced Support 1 Brazilian Real Overage |
| D018TZX | IBM Watson Subscription for IBM Cloud 1 Brazilian Real per Month (1 Brazilian Real) |
| D018UZX | IBM Watson Subscription for IBM Cloud 1 Brazilian Real Overage (1 Brazilian Real) |
| D019NZX | IBM Watson Subscription for IBM Cloud Service Level Agreement |

The **Product Unique Terms Appendix** sets forth additional terms which apply to certain Products. If a Product included in the Product Table above is listed on the Appendix, then the Product Unique Terms Appendix is made part of this Enrollment Form and the additional terms set forth in the Appendix for that Product apply.

G. Appliances

For an **Appliance**, the IBM Tech Broker will provide BP additional details for each Appliance order as requested by IBM.

H. Cloud Services

The following applies to Cloud Services:

The Services Description(s) for the above Cloud Services, which can be found at <https://www.ibm.com/support/customer/csol/terms/>, are incorporated herein by reference. References to "Client" or "you" in the Service Description(s) shall mean BP. The following Service Description applies to subscriptions for IBM Cloud: www.ibm.com/terms/?id=i126-6605.

I. Hosted Embedded Solution for Programs

In addition to the rights in the Base Agreement and Program Attachment, when BP's Value Add is an application, BP may provide Programs as part of a hosted Embedded Solution to End Users, unless prohibited by the Program's LI. A hosted Embedded Solution means BP is providing access to the Embedded Solution from one or more remote data centers to End Users over the internet or a private network. BP agrees that access to the Embedded Solution by BP or its End User will be consistent with the Program's LI.

Notwithstanding the definition of Territory in the Base Agreement, BP may permit End Users in the countries where IBM has exclusive dealing arrangements to access Programs as part of a hosted Embedded Solution, provided the IBM Programs (or portions thereof) are not downloaded into those countries.

BP must implement adequate controls (including where appropriate by means of specific terms in BP's contracts) on physical access, communications, and software access to prevent End Users from reading, displaying, copying or transmitting the actual code or documentation of Programs.

All copies of any Program used to provide a hosted Embedded Solution must always reside on -BP's servers (or servers BP manages that are located at BP's facilities) unless otherwise specified in the applicable Attachment or Enrollment Form and may not be downloaded or copied by End Users except as necessary to allow End Users to access the Embedded Solution. Programs (or portions thereof) downloaded by End Users must be licensed under BP's End User Agreement, as required by the Base Agreement, Program Attachment and this Enrollment Form. BP must notify IBM in writing, and obtain IBM's prior written approval, before installing or otherwise transferring any Program on any server not owned or managed by BP.

For Subscription Licenses or Fixed Term Licenses, BP is permitted to re-use quantities of the IBM Programs that were previously consumed for an End User's active workload, to provide hosting to another End User during the term of the Program license. For non-expiring licenses (perpetual), BP must acquire licenses to support each specific End User. These licenses may not be shared across End Users and BP is not permitted to re-allocate Program licenses that were previously consumed for one End User's active workload to another End User. After the Enrollment Form expires, BP may continue to use Programs which BP licensed on a perpetual basis to provide a hosted Embedded Solution to an existing End User pursuant to Agreement terms. An Existing End User means an End Users who has an active subscription for the hosted Embedded Solution as of the Enrollment Form expiration date. For clarity, only Programs BP acquired on a perpetual basis may be used after the Enrollment Form expires and only as set forth herein.

By signing below BP confirms that Products will be marketed solely with BP's Value-Add as part of BP's Embedded Solution. As an owner / officer of the entity named below I hereby acknowledge and confirm that I have read the referenced ESA Base Agreement (including the identified Attachments), and by my signature below for and on behalf of the entity named below, I hereby verify the accuracy of all the information and responses herein.

| | |
|------------------|---|
| BP Company Name: | LGPDNOW |
| Signature: |  50E6907C1079426... |
| Name: | Vanessa Ferreira |
| Title: | Administradora |
| Date: | 5/30/2025 |



Enrollment Form Exhibit

Support Responsibilities

BP must provide all support for its Embedded Solution and Value-Add. Unless otherwise specified in an Enrollment Form or TD, IBM provides the support outlined below for IBM Products only.

1. Cloud Services

Technical support for Cloud Services is described in the Service Description ("Technical Support"). IBM provides Technical Support to BP and not to End Users. BP will develop a service plan to enable convenient, efficient, and timely support of Cloud Services it markets as an Embedded Solution. BP will provide Level 1 Support which means BP will be the initial contact for all service requests from End Users regarding the Embedded Solution. BP will only refer requests to IBM through its designated Technical Support personnel and processes after it i) validates that the Cloud Service is eligible for support, and ii) performs its respective responsibilities.

2. Programs

IBM provides Program support to BP. EBP's entitlement to direct support from IBM is subject to i) IBM Tech Broker informing BP that the Program is under warranty support or ii) BP having purchased a current term of Subscription and Support (**S&S**) for the Program from its IBM Tech Broker.

IBM S&S and other support services for Programs is provided as described in the IBM Support Guide at <http://www.ibm.com/support/guide> and includes defect corrections and access to Program upgrades. BP receives S&S for each Program license it has an active S&S subscription. S&S does not include assistance for: i) the design and development of applications; ii) the use of Programs in other than their specified operating environment; iii) failures caused by products for which IBM is not responsible for under this Agreement; or iv) the Embedded Solution.

BP will provide Level 1 and Level 2 Support to End Users for all Programs included in the Embedded Solution. For Program licenses with active S&S, IBM provides S&S only directly to BP and not to End Users, with BP acting as the interface with End Users for any support requests BP escalates to IBM. Level 1 Support includes taking and prioritizing End User support requests, information gathering, issue definition, attempting to find root causes, checking against known Program issues via online support resources and appropriate escalation for resolution. Level 2 Support includes in-depth technical analysis to identify a resolution to the problem and determine if the problem is repeatable. While S&S is in effect for a Program license, BP will provide available Program updates to End Users. BP will clearly instruct End Users (whether through BP's End User Agreement or otherwise) to contact BP and specifically not IBM (regardless of any contrary statements in Program materials).

3. Appliances

IBM provides Appliance support to BP. BP's entitlement to direct support from IBM is subject to i) IBM Tech Broker informing BP that the Appliance is under warranty support or ii) BP having purchased a current term of Appliance Services for the Appliance from its IBM Tech Broker.

Appliance Services is a single support offering consisting of Machine Component maintenance and Subscription and Support (S&S) for the Program component of an Appliance, as well as other service offerings, all as described in the IBM Appliance Support Guide at <https://www.ibm.com/support/pages/node/737691>. Appliance Services both to the initial warranty support included with an Appliance (as specified in a Supplement) and the subsequent purchasable subscription terms of Appliance support that BP may acquire. Appliance Services do not include assistance for: i) the design and development of applications; ii) the use of Appliances in other than their specified operating environment; iii) failures caused by products for which IBM is not responsible for under this Agreement; or iv) the Embedded Solution. For Appliance configurations that require multiple Appliances operating with a single appliance console, BP must acquire and maintain the same Appliance Services for all such Appliances.

BP cannot sell, terminate or transfer the Appliance Services to another Machine.

In addition:

- (1) When BP returns a Machine Component to IBM, BP will remove all features not under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.
- (2) A replacement of a part or Machine Component provided as part of Appliance Services may not be new but will be in good working order and at least functionally equivalent to the item replaced.
- (3) Appliance Services covers undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Appliance Services does not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

BP will provide remote Level 1 Support to End Users for the Appliance, while engaging IBM for onsite support and services for the Machine Component of the Appliance. BP will provide remote Level 2 Support to End Users for the Program component of the Appliance. IBM provides Appliance Services directly to BP, not End Users, and in all cases, BP will act as the interface with End Users for any Appliance Services provided by IBM. BP will clearly instruct End Users (whether through BP's End User Agreement or otherwise) to contact BP and specifically not IBM (regardless of any contrary statements in Appliance materials). Level 1 Support includes taking and prioritizing End User support requests, information gathering, issue definition, attempting to find root causes, checking against known Appliance issues via online support resources and appropriate escalation for resolution (including to IBM for onsite support and services if the Machine Component is the issue). Level 2 Support includes in-depth technical analysis to identify a resolution to the problem and determine if the problem is repeatable. While Appliance Services are in effect for an Appliance, BP will provide available updates for the Program component to End Users.

BP agrees to train and maintain at least two personnel to perform the tasks required of BP under this Agreement and agrees to use commercially reasonable efforts to ensure that both personnel are sufficiently trained in the Appliance to be approved to access IBM support. If IBM reasonably deems it necessary, BP may be required to maintain additional personnel.



Appendix A

Embedded Services-Based Solution

This Appendix applies when BP has an Embedded Services-Based Solution.

Determination of whether the solution is considered an Embedded Services-Based Solution is made solely by IBM.

- B. For the purposes of this Enrollment Form, the first paragraph in Section 1. Principles of the Parties' Relationship, subsection "a" of the Base Agreement is replaced with the following:
- a. An **Embedded Services-Based Solution** is the combination of IBM Products(s) with BP's Value Add that forms a unified information technology services offering that BP provides to End Users for their benefit pursuant to BP's written agreement with each such End User. An **End User** is an entity to whom BP is providing an Embedded Services-Based Solution. End Users do not include BP, BP's parent company, Affiliates (as defined in below), BP's other subsidiaries, or any company which shares common ownership with BP. The **Value Add** must be BP's software, infrastructure, remote access management, asset management, end-point management, application integration, or other services (as specified in the Enrollment Form). The Value Add must provide significant value or function for the End User, over and above that of the Products), as determined solely by IBM.

Each occurrence of "Embedded Solution" in the Agreement is replaced with "Embedded Services-Based Solution" as defined above.

- C. Subject to the terms of this Agreement, BP may use the IBM Products, in conjunction with the Value Add only to provide the Embedded Services-Based Solution to End Users pursuant to the terms of the Agreement, unless prohibited in the Program's LI or the Service Description for the Cloud Service. BP may not use IBM Products for BP's own internal purposes. The licenses may not be resold, assigned or transferred to any other entity, except as otherwise authorized in writing by IBM. BP is solely responsible for and will provide all support to its End Users for the Embedded Services-Based Solution.
- D. This subsection does not apply to a standard distribution model. For Subscription Program Licenses or Cloud Service Subscriptions, after using the Subscription Program License or Cloud Service Subscription to provide the Embedded Services-Based Solution to one End User, BP may use the IBM Product to provide the Embedded Services-Based Solution to another End User during the Enrollment Form term, provided BP has sufficient use authorizations to provide the Embedded Services-Based Solution for all End Users of the Embedded Services-Based Solution. For example, if the IBM Product is licensed under an Authorized User metric, BP must obtain license rights to no fewer Authorized Users than the total required across all End Users of the Embedded Services-Based Solution.
- E. BP agrees not to list the underlying IBM product/technology anywhere, for example: on BP's Websites, marketing material, or social media. BP shall refrain from marketing the IBM technology use as a service.
- F. BP is required by IBM to ensure that the Embedded Services-Based Solution is not used to replace currently active IBM Program licenses with End Users ("Existing End User"). BP must retain and provide upon request to IBM and/or the Tech Broker, documentation for each opportunity, including the End Username and the quantity and types of Products being acquired, sufficient to determine whether a transaction is for an Existing End User. If BP sells to an Existing End User, BP must inform its Tech Broker and the BP may be subject to an additional charge for such a transaction.
- G. **End User Agreement**
- BP's End User Agreement for the Embedded Services-Based Solution must include terms as required by the Base Agreement. BP also agrees that access to the Embedded Services-Based Solution used by BP or its End User will be consistent with the Program's LI or the Service Description for the Cloud Service, as applicable.

For Programs, these additional requirements apply:

- If the End User (i) downloads the Program (or any portion thereof) or (ii) has access to Programs when they are installed on machines owned or leased by the End User, then BP's End User Agreement must also include the End User Agreement requirements set forth in the Program Attachment. The End User Agreement must also enable BP to terminate the End User's use of

each Program if the End User fails to comply with the terms of the End User Agreement. In event of termination or expiration of the End User Agreement, the End User must be required to destroy or return all copies of each Program.

Except to the extent that the End User downloads the Program (or any portion thereof) as part of the Embedded Services-Based Solution, BP must implement adequate controls on physical access, communications, and software access to prevent the End User from reading, displaying, copying, or transmitting the actual code or documentation of the Programs.

Programs are deployed and installed on: (i) machines owned or leased by the BP, or (ii) machines owned or leased by the End User in which BP operates the machines and controls the environment for such IBM Programs with respect to the scope of the Embedded Services-Based Solution. BP must notify IBM in writing and obtain IBM's prior written approval before installing or otherwise transferring any Program on any server not owned or managed by BP.

- H. Without limiting the Territory restrictions in the Agreement (e.g., Base Agreement or Attachment), BP may provide the Embedded Services-Based Solution to the following country(ies) only: Brazil |

17th July, /2025

SOFTWARE RESELLER AGREEMENT

between

TRACEFLOW LTD T/A BLANKSTATE

and

LGPDNOW TRATAMENTO E HOSPEDAGEM DE DADOS LTDA. T/A BRAVONIX

CONTENTS

CLAUSE

| | |
|--|----|
| 1. Interpretation..... | 3 |
| 2. Appointment..... | 7 |
| 3. EULA..... | 8 |
| 4. Reseller's warranties, undertakings and obligations | 9 |
| 5. User subscriptions..... | 11 |
| 6. Introduction obligations for Enterprise Solution | 12 |
| 7. Access to services and data | 13 |
| 8. Software Provider warranties, undertaking and obligations | 15 |
| 9. Prices and payment..... | 16 |
| 10. Advertising and promotion | 17 |
| 11. Compliance with laws and regulations | 18 |
| 12. Anti-bribery | 18 |
| 13. Intellectual Property Rights | 20 |
| 14. Confidentiality..... | 21 |
| 15. Data Protection | 22 |
| 16. No partnership or agency | 24 |
| 17. Indemnity..... | 24 |
| 18. Limitation of liability | 26 |
| 19. Term and termination | 27 |
| 20. Effects of termination..... | 28 |
| 21. Force majeure | 29 |
| 22. Waiver | 29 |
| 23. Severance..... | 29 |
| 24. Entire agreement | 29 |
| 25. Variation..... | 30 |
| 26. Assignment..... | 30 |

| | | |
|-----|--------------------------|----|
| 27. | Third party rights..... | 30 |
| 28. | Rights and remedies..... | 30 |
| 29. | Notices | 30 |
| 30. | Governing law | 31 |
| 31. | Jurisdiction | 31 |

SCHEDULE

| | | |
|------------|--|----|
| Schedule 1 | Services | 32 |
| Schedule 2 | EULA | 33 |
| Schedule 3 | Order Form..... | 34 |
| Schedule 4 | Prices..... | 35 |
| Schedule 5 | Software Provider Privacy Notice | 36 |
| Schedule 6 | Trade Marks..... | 37 |

This agreement is dated 17/07/2025

Parties

[1] Traceflow Ltd t/a Blankstate incorporated and registered in England and Wales with company number 12302383 whose registered office is at 71-75 Shelton Street, Covent Garden, WC2H 9JQ (**Software Provider**)

[2] LGPDNOW Tratamento e Hospedagem de Dados Ltda. registered with the Brazilian National Registry of Legal Entities (CNPJ) under nº 35.101.516/0001-07 headquartered at Avenida Engenheiro Luiz Carlos Berrini, no1140, Conjunto 72, Cidade Moncoes, Sao Paulo, Brazil (**Reseller**)

BACKGROUND

- (A) The Software Provider wishes to appoint the Reseller as its non-exclusive reseller to distribute the Services and the Software.
- (B) The Reseller agrees to distribute the Services on and subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer, its subsidiaries and affiliates, who are authorised by the Customer to use the Services, Software and Documents and which are set out on an Order Form for the Customer's internal business purposes only.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

Customer: each entity who signs (1) an agreement with the Reseller for the Services and (2) a EULA with the Software Provider and for whom the Reseller executes an Order Form and pays the corresponding Subscription Fees.

Customer Data: the data inputted by the Customer, Authorised Users, or the Reseller on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any data generated by, or derived from the Customer's use of the Services, whether hosted or stored within the Services or elsewhere.

Data: either or both of the Customer Data or the Reseller Data.

Documents: the document(s) made available to the Reseller by the Software Provider online via <https://blankstate.ai> or such other web address notified by the Software Provider to the Reseller from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Enterprise Solution: means both Blankstate Replay and Blankstate Stream solutions.

EULA: the end user licence agreement between the Software Provider and the Customer in the form set out in Schedule 2 and any amendments to the same which are notified by the Software Provider to the Reseller from time to time.

Force Majeure Event: means an event which is beyond the reasonable control of the party seeking to rely on such event (except to the extent such party could reasonably have avoided such event or its consequences by implementing such business continuity and/or disaster recovery measures and otherwise exercising such level of care in each case as could reasonably be expected of a party in its position, including:

- a) riot, civil unrest, military action, terrorism or war (whether declared or not) or threat of or preparation for war;
- b) damage to or destruction of premises or equipment, or breakdown of equipment, in each case not attributable to the party seeking to rely on such event;
- c) imposition of sanctions, embargo, blockade, or breaking off of diplomatic relations;
- d) epidemic (including any Public Health Emergency of International Concern or pandemic declared by the World Health Organization) or pandemic;
- e) any failure or refusal of any government or public authority to grant the necessary licence, permit or consent;
- f) any change in applicable law materially impacts a party's ability to perform any obligation under this agreement or significantly increases the costs to be incurred or effort to be expended by any party in performing its obligations under this agreement;

- g) earthquake, storm, fire, flood, landslide or other natural disaster.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier within the relevant industry or business sector.

Initial Term: the term described in clause 19.1.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Introduction: the provision to the Software Provider of the contact details of an employee or authorised representative of a Prospective Client Lead that knows one or more individuals at the Introducer and is of sufficient seniority to negotiate and authorise the entering into a binding contract with the Software Provider for the purchase of services offered by the Software Provider. **Introduce, Introduces, and Introduced** shall be interpreted accordingly.

Introduction Date: for each Prospective Client Lead, the date during the term of this agreement on which the Reseller completes an Introduction of such Prospective Client Lead to the Software Provider.

Legislation: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Mandatory Policies: the Software Provider's business policies as notified to the Reseller from time to time.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: a written order form, signed by both parties, detailing:

- a) the Services to be provided by the Software Provider;
- b) the Subscription Fees and any other amounts due and payable by the Reseller to the Software Provider;
- c) Customer name, registered office address and company number;
- d) the number of Authorised Users and the Subscription Term; and

- e) any other commercial terms agreed by the parties relating to the Services and attaching Documents and service level agreements.

Prospective Client Lead: a person or entity with whom the Software Provider has not at any time previously entered into a binding contract for the supply of services offered by the Software Provider and with whom the Software Provider has not been in bona fide negotiations regarding the same in the 12 months before the Introduction Date.

Relevant Contract: a contract for the purchase of the Enterprise Solution offered by the Software Provider entered into during the Introduction Period between the Software Provider and a Prospective Client Lead who was Introduced by the Introducer.

Reseller Data: the data inputted by the Reseller for the purpose of developing, testing, distributing or using the Services or facilitating the Customer's use of the Services and any data generated by, or derived from the Reseller's use of the Services, whether hosted or stored within the Services or elsewhere.

Services: the Services to be developed, marketed and licensed by the Reseller to its customers as more particularly described in Schedule 1.

Software Provider Privacy Notice: the privacy notice included at Schedule 5.

Services: the Software and those associated services of the type and specification listed in Schedule 1 and the associated Documentation relating to each of them together with any other services or products and related documents developed by the Software Provider which the Software Provider may permit the Reseller, by express notice in writing, to market pursuant to this agreement.

Software: the online software applications provided by the Software Provider as part of the Services.

Subscription Fees: the subscription fees listed in Schedule 4 and payable by the Reseller to the Service Provider for each User Subscription as set out in the relevant Order Form.

Subscription Term: means the term set out in each Order Form during which the Reseller Software Provider permits each Customer access to the Services subject to the EULA.

Territory: means Brazil.

Trade Marks: the trade mark registrations and applications, together with any unregistered trade marks, identified in Schedule 6 together with any further trade marks which the Software Provider may permit or procure permission for the Reseller by express notice in writing to use in respect of the Services.

User Subscriptions: the number and type of user subscriptions which entitle Authorised Users to access and use the Services, Software and Documents in accordance with the EULA, as specified in each Order Form.

Year: the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of this agreement.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes email.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. Appointment

- 2.1 The Software Provider hereby:
 - (a) grants the Reseller the non-exclusive, non-transferable and revocable right to redistribute the Services as is; and
 - (b) appoints the Reseller to distribute and make available the Services as its non exclusive distributor in the Territory on the terms of this agreement.
- 2.2 The Reseller undertakes not to:
 - (a) purchase the Services from any person other than the Software Provider;
or

- (b) during the Term of this agreement, and for the period of 18 months after the date termination or expiry of this agreement, distribute, create or offer, any services which compete with the Services.

2.3 The Reseller shall be entitled to describe itself as an "Authorised Reseller" of the Services but (save as set out in this agreement) shall not represent itself as an agent of the Software Provider for any purpose, nor pledge the Software Provider's credit or give any condition or warranty or make any representation on the Software Provider's behalf or commit the Software Provider to any contracts. Further, the Reseller shall not without the Software Provider's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of Services which are inconsistent with those contained in the promotional material supplied by the Software Provider (including, without limitation, the EULA) or otherwise incur any liability on behalf of the Software Provider howsoever arising.

2.4 The Reseller shall not sell any of the Services through a sales agent or to a sub-distributor or reseller without the prior express written permission of the Software Provider.

2.5 The Reseller's appointment under this clause 2 only grants to the Reseller a right to distribute the Services, and does not transfer any right, title, licence or interest to any such Services to the Reseller or its customers. Use of the terms "sell", "license", "purchase", "licence fees" and "price" will be interpreted in accordance with this clause.

2.6 The Software Provider reserves the right to sell the Services directly to customers and other resellers inside or outside the Territory.

3. EULA

3.1 The parties shall agree a written process for making Customers aware of, and to record the Customer's acceptance of, the EULA.

3.2 The Reseller shall take reasonable steps in accordance with Good Industry Practice to ensure that Customers, and prospective customers of the Services, are made aware of and accept the EULA prior to using the Services. The Reseller shall not request access to the Services for Authorised Users unless the Customer has signed the EULA.

3.3 The Reseller shall:

- (a) comply with the EULA with regard to any use of the Services by the Reseller, or its personnel;

- (b) not authorise, facilitate, enable or knowingly permit any breach of the EULA by any third party, including any Customer or prospective customer;
- (c) take reasonable steps in accordance with Good Industry Practice to:
 - (i) ensure that each Customer and its personnel complies with the EULA;
 - (ii) monitor compliance with the EULA by each Customer and its personnel.
- (d) provide reasonable assistance, at its own cost, to enable the Software Provider to manage and enforce the terms of the EULA, including, on a monthly basis and subject to clause 14, providing the Software Provider such information including names and addresses about the Customers and their personnel and the use of the Services as is reasonably required by the Software Provider for these purposes.

4. Reseller's warranties, undertakings and obligations

4.1 The Reseller undertakes and agrees with the Software Provider to:

- (a) use its best endeavours to promote the distribution and sale of the Services in the Territory and to expand the sale of the Services by all reasonable and proper means and not to do anything which may hinder or interfere with such sales and, without limitation;
 - (i) to demonstrate to Customers the features and capabilities of the Services; and
 - (ii) actively to solicit orders for the Services from Customers and prospective customers;
- (b) employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Reseller's obligations under this agreement;
- (c) no later than the fifth working day of each calendar month (the first such month being deemed to start on the Effective Date, the last such month being deemed to end on the date this agreement terminates for any reason) submit to the Software Provider by such means as the Software Provider may notify to the Reseller from time to time reports in the format stipulated by the Software Provider from time to time showing details of:
 - (i) the number of User Subscriptions for Services sold by the Reseller during the month concerned;
 - (ii) all Order Forms signed during the month concerned;
 - (iii) [all anticipated orders over the next two months based on current and future sales engagement]; and

- (iv) any other information relating to the performance of its obligations under this agreement the Software Provider may reasonably require from time to time.
- (d) within 14 days of a written request from the Software Provider at any time, and from time to time, provide such information as is reasonably requested by the Software Provider about the Reseller's processes and controls to support compliance with this agreement;
- (e) keep accurate and distinct records (which may be part of its general books of account provided they are clearly separable) sufficient to show clearly all enquiries, quotations, transactions, and proceedings relating specifically to the Services and, during the term of this agreement and for a period of 3 years thereafter, allow the Software Provider no more frequently than once per year in the case of physical audits (or its nominee, including without limitation its designated accountants or auditors), on reasonable notice, access only to such accounts and records as are reasonably necessary to verify compliance with this agreement. This audit may take place physically on the Reseller's premises, or remotely, at the Software Provider's option, and the Software Provider may deploy reasonable online audit tools via the Services for these purposes. The Software Provider's costs of such inspection will be borne by the Software Provider unless the audit shows a shortfall exceeding 5% in respect of any period to which the inspection relates between the amount actually paid by the Reseller and the amount due to be paid by the Reseller, in which event (without affecting or prejudicing any other rights the Software Provider may have) the Reseller will pay in full the Software Provider's costs (which for the avoidance of doubt will include any reasonable costs of the Software Provider's nominee in carrying out the inspection) and the amount of the shortfall, within 14 days of the date of the Software Provider's invoice for such costs or shortfall.
- (f) inform the Software Provider immediately of any changes in ownership or Control of the Reseller and of any change in its organisation or method of doing business which might affect the performance of the Reseller's duties in this agreement; and
- (g) not resell the Services to a Customer at a price for the license component that exceeds a 100% markup on the net license price provided by the Software Provider. This maximum markup shall be reviewed quarterly by both parties in good faith. For clarity, this cap applies only to the Software Provider's license price and not to any additional consultancy or implementation services the Reseller may provide
- (h) where required by a Customer, particularly in the case of public sector contracts, the Reseller is permitted to enter into a single agreement with

the Customer that includes both the license for the Services and charges for additional consultancy or implementation services provided by the Reseller.

in all such cases, the reseller undertakes to:

- (i) clearly and transparently itemize the fees for the Software license separately from the fees for the additional services in any and all proposals, contracts, and invoices with the Customer.
- (ii) provide the Software Provider with a draft of any such combined proposal or contract for review prior to it being sent to the Customer. The Software Provider will provide feedback or approval in a timely manner, and such approval shall not be unreasonably withheld or delayed. The Reseller will provide the Software Provider with final executed copies of such contracts for auditing purposes as outlined in clause 4.1(e).

4.2 The Reseller represents, warrants and undertakes that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it;
- (b) without affecting its other obligations under this agreement it shall comply with all applicable Legislation in the performance of its obligations under this agreement; and
- (c) in performing its obligations under this agreement the Reseller shall comply with the Mandatory Policies.

4.3 The Reseller shall, in reselling the Services, comply with the Software Provider's information security, confidentiality and data protection policies relating to the privacy and security of the Data available on the Company website under privacy, the help center (<https://support.blankstate.ai>) or such other website address as may be notified by the Software Provider from time to time, as such document may be amended from time to time by the Software Provider in its sole discretion.

5. User subscriptions

5.1 The Software Provider shall, during the Initial Term and any Extended Term, for each EULA provide the Services and make available the Software and Documents as requested by the Reseller in each Order Form accepted by the Software Provider.

5.2 In relation to the Customer and each Authorised User, the Reseller undertakes, and shall procure that each Customer undertakes, that:

- (a) the maximum number of Authorised Users with the right to access and use the Services, Software or the Documents shall not exceed the number of User Subscriptions it has purchased from time to time; and
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services, Software or Documents;

6. Introduction obligations for Enterprise Solution

6.1 The parties agree that the Reseller shall not be granted any rights to distribute the Software Provider's Enterprise Solution in the Territory. The provisions of this clause 6 shall apply only to the Software Provider's Enterprise Solution.

6.2 The Software Provider appoints the Reseller on a non-exclusive basis to identify Prospective Client Leads for the Principal's Enterprise Solution for the Principal and to make Introductions of such persons on the terms of this Agreement.

6.3 The Reseller undertakes and agrees at all times during the term of this agreement:

- (a) To act towards the Software Provider conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to the Software Provider under this Agreement and the general law.
- (b) To use its best endeavours to promote the Software Provider with all due care and diligence.
- (c) To keep the Software Provider informed of its activities concerning the Prospective Client Leads and to provide the Software Provider with reports on request.
- (d) To comply with all reasonable and lawful instructions of the Software Provider.
- (e) To do nothing which the Software Provider considers could be prejudicial to its goodwill or commercial interests.

6.4 The Reseller shall:-

- (a) have no authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind the Software Provider in any way, and shall not do any act which might reasonably create the impression that the Reseller is so authorised; and

- (b) not make or enter into any contracts or commitments or incur any liability for or on behalf of the Software Provider, and shall not negotiate any terms for the purchase of the Enterprise Solution with Prospective Client Leads.

6.5 The Reseller agrees that it has no authority or ability to negotiate or vary the terms of purchase of the Enterprise Solution or enter into any contract on behalf of the Software Provider.

6.6 The Software Provider shall be free to appoint other persons, firms or companies as its introduction agent, other agent, distributor, franchisee or other intermediary.

6.7 Where a Prospective Client Lead is Introduced by the Introducer and the Prospective Client Lead then introduces the Software Provider to a third party who purchases the Enterprise Solution from the Software Provider from the Principal, the Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to the Software Provider.

6.8 The Reseller shall be entitled to Commission if a Prospective Client Lead Introduced by the Reseller enters into a Relevant Contract. The amount of such Commission and related payment terms shall be agreed in writing between the Reseller and the Software Provider in advance of any Introductions being made.

7. Access to services and data

7.1 The Software Provider reserves the right in the event of:

- (a) a breach or suspected breach of this agreement by the Reseller, immediately, to suspend the Reseller's right to resell the Services for the duration of time that the breach remains unremedied.
- (b) a cyber or other security incident significantly affecting, or in the Software Provider's reasonable opinion, likely to significantly affect the provision of the Services or harm customers, to disable access to the Services, Software and Documents for such period required for the incident to be contained.

7.2 Save as expressly permitted under this agreement, the Reseller shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all

or any portion of the Services, the Software or Documents (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable or machine-perceivable form all or any part of the Software or Services;
- (b) access all or any part of the Services, Software and Documents to build a product or service which competes with the Services, Software or the Documents;
- (c) use the Services, Software or Documents to provide services to third parties;
- (d) subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make the Services, Software or Documents available to any third party; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, Software or Documents.

7.3 The Reseller shall take reasonable steps in accordance with Good Industry Practice to prevent any unauthorised access to, or use of, the Services, Software or the Documents and, if there is any such unauthorised access or use, promptly notify the Software Provider.

7.4 The Software Provider is entitled, on giving 1 month's written notice to the Reseller, to vary Schedule 1 to exclude from this agreement one or more of the Services or Software if for any reason the provision of such Services or Software have been permanently discontinued in the Territory.

7.5 The Software Provider is entitled to make changes to the Services, Software or Documents provided such changes do not adversely affect the Services in any material respect and shall give written notice of such changes to the Reseller as soon as reasonably practicable.

7.6 The Reseller shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Reseller Data and shall procure that the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Reseller hereby licenses the Software Provider to use the Reseller Data and shall procure that the Customer hereby licences the Software Provider to use the Customer Data for:

- (a) the proper performance of the Services, including the provision of the Software and the Documents and for management of customer leads process;

- (b) the purposes set out in the Software Provider Privacy Notice; and
- (c) all other purposes relevant to the proper exercise of the Software Provider's rights and obligations under this agreement or the EULA.

8. Software Provider warranties, undertaking and obligations

- 8.1 The Software Provider undertakes to provide such information and support as may be reasonably requested by the Reseller to enable it properly and efficiently to discharge its duties under this agreement.
- 8.2 The Software Provider undertakes that the Services will be performed in accordance with the Documents and with reasonable skill and care in accordance with Good Industry Practice.
- 8.3 The undertaking at clause 8.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Software Provider's instructions, or modification or alteration of the Services by any party other than the Software Provider or the Software Provider's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Software Provider will, at its expense, and as the Reseller's sole right and remedy, correct any such non-conformance promptly.
- 8.4 This agreement shall not prevent the Software Provider from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products or services which are similar to those provided under this agreement.
- 8.5 Save as expressly set out in this agreement, the Software Provider:
- (a) does not warrant that the Reseller's use of the Services will be uninterrupted or error-free; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services, Software and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.6 The Software Provider warrants and undertakes that:
- (a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement;

- (b) it will comply with all applicable Legislation with respect to its obligations under this agreement; and
- (c) It has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it.

9. Prices and payment

- 9.1 The Reseller shall pay to the Software Provider the Software Provider's reseller list prices for the Services set out in Schedule 4, and as amended by the Software Provider from time to time on written notice to the Reseller.
- 9.2 The Software Provider shall give the Reseller 28 days' notice of any changes in the prices of the Services.
- 9.3 Any and all expenses, costs and charges incurred by the Reseller in the performance of its obligations under this agreement shall be paid by the Reseller unless the Software Provider has expressly agreed beforehand in writing to pay such expenses, costs and charges.
- 9.4 The Software Provider will invoice the Reseller monthly for the amount shown by the report referred to in clause 4.1(c) as being due for the month concerned.
- 9.5 The Reseller shall pay the full amount invoiced to it by the Software Provider in US dollars within 30 days of the date of invoice.
- 9.6 All amounts due under this agreement shall be paid by the Reseller to the Software Provider in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.7 The Reseller shall be responsible for withholding and paying to the Brazilian government all taxes due on payments made to the Software Provider, including but not limited to Withholding Income Tax (IRRF), PIS/COFINS, ISS, or any other tax related to service imports or international remittances. The Reseller agrees to provide the Software Provider with payment receipts for the withheld taxes so that the Software Provider can prove the settlement of its tax obligations in Brazil.
- 9.8 The Reseller shall cooperate with the Software Provider to ensure that any taxes paid or withheld in one country can be offset or deducted in accordance with applicable double taxation agreements, if any. The Reseller agrees to provide the Software Provider with all necessary documents and evidence to allow the Software Provider to benefit from tax credits or exemptions, as permitted by law.

- 9.9 As between the Software Provider and the Reseller, the Reseller shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Services.
- 9.10 If the Reseller fails to make any payment of any undisputed amounts due to the Software Provider under this agreement by the due date for payment, then, without limiting the Software Provider's remedies under clause 19, the Reseller shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Reseller shall pay the interest together with the overdue amount.

10. Advertising and promotion

The Reseller shall:

- (a) be responsible for the advertising and promotion of the Services and the Enterprise Solution provided that the use by the Reseller of any advertising materials and promotional literature containing the Trade Marks or other references to the Services and the Enterprise Solution shall be subject to the prior written consent of the Software Provider;
- (b) observe all directions and instructions given to it by the Software Provider in relation to the promotion and advertisement of the Services and the Enterprise Solution to the extent that such promotions or advertisements refer to the Services or otherwise use the Trade Marks, and shall not make any written statement as to the quality of the Services or the Enterprise Solution without the prior written approval of the Software Provider;
- (c) conduct its business in a manner that reflects favourably at all times on the Software Provider and the good name, goodwill and reputation of the Software Provider and not enter into any contract or engage in any practice that is or may be detrimental to the interests of the Software Provider; and
- (d) avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the Software Provider, the Services, the Enterprise Solution or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to the Software Provider, the Services or the Enterprise Solution.

11. Compliance with laws and regulations

- 11.1 The Reseller shall be responsible for obtaining any import licences or permits necessary for the entry of the Services into the Territory, or their delivery to the Reseller, and the Reseller shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Services.
- 11.2 The Reseller warrants to the Software Provider that it has informed the Software Provider of all Legislation affecting the sale of the Services which are in force in the Territory (**Local Regulations**) at the date of this agreement.
- 11.3 The Software Provider warrants to the Reseller that the Services comply with the Local Regulations in force at the date of this agreement.
- 11.4 The Reseller shall give the Software Provider as much advance notice as reasonably possible of any prospective changes in the Local Regulations.
- 11.5 On receipt of notification from the Reseller under clause 11.4, the Software Provider shall endeavour to ensure that the Services comply with any change in the Local Regulations by the date of implementation of that change or as soon as is reasonably possible thereafter.

12. Anti-bribery

- 12.1 The Reseller shall:
- (a) represents and warrants that it, its employees and any party acting on its behalf will comply with all applicable laws and regulations under or in relation to this Agreement or any other agreement with Software Provider, including, without limitation any laws and regulations relating to anticorruption or anti-money laundering, including but not limited to the Bribery Act 2010 (UK), Law n°. 12,846/2013 (Brazilian Anti-Corruption Law), Law n°. 8,666/1993, Law n°. 9,613/1998, and any other applicable anti-corruption and anti-bribery laws (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or under Law n°. 12,846/2013 if such activity, practice or conduct had been carried out in the UK or Brazil, or any other jurisdiction in which the Reseller operates;
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and Brazilian Law n°. 12,846/2013,

to ensure compliance with the Relevant Requirements and clause 12.1, and will enforce them where appropriate;

- (d) promptly report to the Software Provider any request or demand for any undue financial or other advantage of any kind received by the Reseller in connection with the performance of this agreement, including if there is any suspicion of bribery or corruption, whether in the UK, Brazil, or any other jurisdiction in which the Reseller operates;
- (e) immediately notify the Software Provider (in writing) if a foreign public official acquires a direct or indirect interest in the Reseller (and the Reseller warrants that it has no foreign public officials as direct or indirect owners at the date of this agreement);
- (f) within [2] months of the date of this agreement, and annually thereafter, certify to the Software Provider in writing signed by an officer of the Reseller, compliance with this clause 12 by the Reseller and all persons associated with it and all other persons for whom the Reseller is responsible under clause 12.1(c). The Reseller shall provide such supporting evidence of compliance as the Software Provider may reasonably request.

12.2 Without prejudice to clause 26.1 the Reseller shall ensure that any person associated with the Reseller who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Reseller in this clause 12 (**Relevant Terms**). The Reseller shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms and shall in all circumstances be directly liable to the Software Provider for any breach by such persons of any of the Relevant Terms howsoever arising.

12.3 Breach of this clause 12 shall be deemed a material breach, which is irredeemable, under clause 19.2(a).

12.4 For the purpose of this clause 12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively, and applicable provisions of Brazilian law, including but not limited to Law n°. 12,846/2013. For the purposes of this clause 12 a person associated with the Reseller includes but is not limited to any subcontractor of the Reseller.

13. Intellectual Property Rights

- 13.1 The Reseller acknowledges and agrees that the Software Provider or its licensors own all Intellectual Property Rights in the Service, the Software, the Documents and the Enterprise Solution. Except as expressly stated in this agreement, this agreement does not grant the Reseller any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software, the Documents or the Enterprise Solution.
- 13.2 The Software Provider confirms that it has all the rights in relation to the Services, Software and Documents that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement and the EULA.
- 13.3 The Reseller acknowledges and agrees that any and all improvements, enhancements, modifications, or customisations made to the Services, Software, or Documents during the term of this agreement, whether made by the Reseller, the Software Provider, or any third party, shall be the sole and exclusive property of the Software Provider. The Reseller shall assign, and hereby assigns, to the Software Provider all rights, title, and interest in and to any such improvements, enhancements, modifications, or customisations, including any Intellectual Property Rights therein, without further consideration, and shall execute any documents or take any actions necessary to perfect such assignment upon the Software Provider's request.
- 13.4 The Reseller shall, at the expense of the Software Provider, take all such steps as the Software Provider may reasonably require to assist the Software Provider in maintaining the validity and enforceability of the Intellectual Property Rights of the Software Provider during the term of this agreement.
- 13.5 Without prejudice to the right of the Reseller or any third party to challenge the validity of any Intellectual Property Rights of the Software Provider, the Reseller shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Software Provider and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 13.6 The Software Provider grants to the Reseller a non-exclusive, revocable, personal licence (subject to the terms and conditions of this agreement and during its term and solely for the purposes of performing the Reseller's obligations under this agreement) to:
- (a) use the Services in compliance with the Reseller's appointment in clause 2.1 and for the purposes of demonstrating, marketing and selling the

Services to Customers and fulfilling its other obligations under this agreement;

- (b) provide access to, or otherwise facilitate the use of the Services by, each Customer who has signed the EULA during the Subscription Term set out in the relevant Order Form (and any extension thereof) for the Customer's internal business operations; and
- (c) use the Trade Marks on or in relation to the Services and the Enterprise Solution for the purpose of the promotion, advertisement and sale of the Services and the Enterprise Solution.

13.7 The Reseller shall ensure that each reference to, and use of, any of the Trade Marks by the Reseller is in a manner approved from time to time by the Software Provider and accompanied by an acknowledgement in a form approved by the Software Provider that the same is a trade mark (or registered trade mark) of the Software Provider.

13.8 The Reseller shall not:

- (a) use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of the Software Provider therein;
- (b) use in relation to the Services or the Enterprise Solutions any trade marks other than the Trade Marks without obtaining the prior written consent of the Software Provider; or
- (c) use any trade marks or trade names so resembling any trade mark or trade name of the Software Provider.

13.9 The Reseller acknowledges that neither it, nor any Customer, has a right to access to any Software in source code form.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers,

representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14.4 This clause 14 shall survive termination of this agreement for any reason.

15. Data Protection

15.1 Definitions

Agreed Purposes: for the purposes of complying with the relevant obligations under this Agreement.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: means all applicable data protection and privacy legislation including but not limited to Law n°. 13.709/2018 (Brazilian Personal Data Protection Law), the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA) and any UK or Brazilian laws (as applicable), regulations, and secondary legislation relating to the protection of personal data, as amended or updated from time to time.

Permitted Recipients: the parties to this Agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this Agreement.

Shared Personal Data: the personal data to be shared between the parties under clause 15.2 of this Agreement.

15.2 This clause sets out the framework for the sharing of personal data between the parties as independent controllers. Each party acknowledges that the Data Discloser will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

- 15.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 15.4 Each party shall:
- (a) ensure that it has all necessary notices, consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) provide clear and transparent information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - (g) not transfer any personal data received from the Data Discloser outside the UK or Brazil (as applicable) unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

16. No partnership or agency

- 16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in clause 2.
- 16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Indemnity

- 17.1 The Software Provider shall, subject always to the Reseller's compliance with clause 17.2 below, defend the Reseller, its affiliates and subsidiaries and its and their officers, directors and employees against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Reseller arising out of or in connection with any claim brought against the Reseller for actual or alleged infringement of a third party's intellectual property rights in any jurisdiction.
- 17.2 If the Software Provider is required to indemnify the Reseller under this clause 17, the Reseller shall:
- (a) notify the Software Provider in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 17.1 (IPRs Claim);
 - (b) allow the Software Provider, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Software Provider shall obtain the Reseller's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - (c) provide the Software Provider with such reasonable assistance regarding the IPRs Claim as is required by the Software Provider, subject to reimbursement by the Software Provider of the Reseller's reasonable costs so incurred; and
 - (d) not, without prior consultation with the Software Provider, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Software Provider considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Reseller into disrepute.

- 17.3 In the defence or settlement of any claim, the Software Provider may procure the right for the Reseller to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing.
- 17.4 In no event shall the Software Provider, its employees, agents and subcontractors be liable to the Reseller to the extent that the alleged infringement is based on:
- (a) a modification of the Services, Software or Documents by anyone other than the Software Provider or its agents, subcontractors or partners or with the Software Provider's consent or approval;
 - (b) the Reseller's use of the Services, Software or Documents otherwise than in accordance with the Documents or the terms of this agreement; or
 - (c) the Reseller's use of the Services, Software or Documents after notice of the alleged or actual infringement from the Software Provider or any appropriate authority.
- 17.5 In the defence or settlement of the claim, the Software Provider may obtain for the Reseller the right to continue distributing the Services in the manner contemplated by this agreement, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement immediately by notice in writing and without liability to the Reseller. The Software Provider shall not in any circumstances have any liability if the alleged infringement is based on:
- (a) a modification of the Services by anyone other than the Software Provider;
 - (b) the Reseller's marketing, advertising, distribution or use of the Services in a manner contrary to the instructions given to the Reseller by the Software Provider; or
 - (c) the Reseller's marketing, advertising, distribution or use of the Services after notice of the alleged or actual infringement from the Software Provider or any appropriate authority;

The foregoing states the Reseller's sole and exclusive rights and remedies, and the Software Provider's entire obligations and liability, in the case of any matter falling under clause 17.

- 17.6 Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including, but not limited to, the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party, provided that that party is given such indemnity as it may reasonably require against any damage to its name.

18. Limitation of liability

- 18.1 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.
- 18.2 Nothing in this agreement excludes the liability of each party:
- (a) for death or personal injury caused by its negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 18.3 Subject to clause 18.2 the Software Provider shall not in any circumstances be liable, whether in tort (including for [negligence or] breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- (a) loss of profits;
 - (b) loss of business;
 - (c) depletion of goodwill or similar losses;
 - (d) loss of anticipated savings;
 - (e) loss of goods;
 - (f) loss of use;
 - (g) loss or corruption of data or information; or
 - (h) wasted expenditure;
 - (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 18.4 Other than in relation to any liability under clause 18.1, the Software Provider's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to either £250,000 if the claim arises in the first 12 months of the agreement, or the amount actually paid by the Reseller to the Software Provider under this agreement in the 12 months preceding the date on which the events giving rise to the claim occurred.
- 18.5 The Reseller acknowledges that the Services, Software and Documents have not been developed or designed to meet or support any individual requirements of the Reseller or any Customer, including any particular cybersecurity requirements the Reseller might be subject to.

19. Term and termination

- 19.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 19.1, clause 19.2 or clause 19.2(c), this agreement shall continue for 12 months (**Initial Term**) and shall automatically extend for 12-monthly periods (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 19.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of applicable insolvency legislation;
 - (d) the other party takes any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (e) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.2(c) to clause 19.2(d) (inclusive);
- 19.3 Without prejudice to any other rights or remedies to which the Software Provider may be entitled, the Software Provider may terminate the agreement without liability to the Reseller if:
- (a) there is a change of control of the Reseller; or

- (b) the Reseller purports to assign any of its rights or obligations under this agreement.

19.4 For the purposes of clause 19.2(b), a **material breach** means a breach of any of any of the obligations set out in clauses 4.2(a), 7.2, 9.1 or 12.

20. Effects of termination

20.1 On termination or expiry of this agreement for any reason:

- (a) without prejudice to each EULA between the Software Provider and Customer all outstanding Orders placed by the Reseller shall be cancelled and the Reseller shall (at its sole cost) immediately return (or at the Software Provider's option, destroy or delete) all media (subject to clause 20.1(b)) on which the Services, Software or Documents are held and the Reseller shall cease all marketing and sales activity and transfer all live opportunities to the Software Provider, or their nominee;
- (b) for no more than 6 months following termination of this agreement the Reseller shall provide all assistance and information requested by the Software Provider and shall co-operate with the Software Provider and any replacement reseller to facilitate a smooth transition from the Reseller. Any continued sale or distribution of the Services post termination shall be subject to the terms of this agreement and the continued payment of the Subscription Fees;
- (c) on the expiry of the 6-month period under clause 20.1(b), the Reseller shall promptly return to the Software Provider, or otherwise delete or dispose of as the Software Provider may instruct, any Software, Documentation and other items relating to the Software Provider's business (and copies of them) (other than correspondence which has passed between the parties) which the Reseller may have in its possession or under its control and, in the case of destruction or deletion, the Reseller shall certify the same to the Software Provider;
- (d) the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and
- (e) subject to the foregoing provisions of this clause 20.1, all rights and licences of the Reseller under this agreement shall terminate.

20.2 The termination of this agreement shall not of itself give rise to any liability on the part of the Software Provider to pay any compensation to the Reseller for loss of profits or goodwill, to reimburse the Reseller for any costs relating to or resulting from such termination, or for any other loss or damage.

21. Force majeure

21.1 Neither party shall have any liability to the other under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, arising from any Force Majeure Event, provided that:

- (a) the other party is notified of such an event and its expected duration; and
- (b) it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for 8 weeks or more, the party not affected may terminate this agreement by giving not less than 14 days' written notice to the other party.

22. Waiver

22.1 A waiver of any right or remedy is only effective if given in writing.

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. Severance

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. Entire agreement

24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this agreement it does not rely on[, and shall have no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24.4 Nothing in this clause shall limit or exclude any liability for fraud.

25. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26. Assignment

26.1 The Software Provider may at any time assign, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

26.2 The Reseller shall not, without the prior written consent of the Software Provider (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

27. Third party rights

27.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

28. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

29. Notices

29.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

- (i) **Software Provider:** Traceflow Limited t/a Blankstate, 71-75 Shelton Street, Covent Garden, WC2H 9JQ.
- (ii) **Reseller:** LGPDNOW Tratamento e Hospedagem de Dados Ltda., Avenida Engenheiro Luiz Carlos Berrini, no1140, Conjunto 72, Cidade Moncoes, Sao Paulo, Brazil Any notice shall be deemed to have been received:
 - (c) if delivered by hand, at the time the notice is left at the proper address;
 - (d) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
 - (e) if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.

29.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. Governing law

This agreement and any non-contractual disputes or claims arising out of it shall be governed by and interpreted in accordance with the laws of Brazil. Notwithstanding the foregoing, any dispute or claim arising out of or in connection with Clause 13 (Intellectual Property Rights) and Clause 14 (Confidentiality) of this agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

31. Jurisdiction

The parties irrevocably agree that the courts of the city of São Paulo, Brazil shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement. Notwithstanding the foregoing, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with Clause 13 (Intellectual Property Rights) and Clause 14 (Confidentiality) of this agreement.

Schedule 1 Services

This schedule describes the Services that the Reseller is appointed to distribute. The Services are composed of two primary products, Blankstate Stream and Blankstate Replay, and access to the Blankstate Blueprint Interface.

The most current and detailed description of the Services, including features and functionality, is maintained online and is incorporated into this Agreement by reference. The definitive description can be found at: <https://doc.blankstate.ai/> or another URL as notified by the Software Provider from time to time.

A summary of the services is provided below:

Blankstate Stream ("Stream")

- Description: A real-time operational intelligence platform consisting of the web-based Control Center and the user-side Phantom browser extension for in-the-moment guidance, compliance, and performance tracking.

Blankstate Replay ("Replay")

- Description: A standalone desktop application for deep, retrospective analysis of an organization's documents against a selected Blueprint, using the proprietary Intention Blended Framework (IBF).

Schedule 2 EULA

The Reseller shall ensure that each Customer agrees to the Software Provider's End User License Agreement ("EULA") prior to accessing or using the Services.

The EULA governing the use of the Services shall be the version in effect at the time of the Customer's acceptance. The current version of the EULA is available at: <https://support.blankstate.ai/en/articles/11787146-eula-end-user-license-agreement> or another URL as notified by the Software Provider from time to time.

Schedule 3 Order Form

All orders for Services shall be made using the Software Provider's official Order Form template. The Reseller shall use the version of the Order Form provided by the Software Provider at the time of the transaction. A sample template is provided below for reference.

BLANKSTATE SERVICES ORDER FORM (Template)

| | |
|------------------------|--------------|
| Order Form #: [Number] | Date: [Date] |
| Customer Information | |
| Reseller Information | |

Subscription Term:

- Start Date: [Date]
- End Date: [Date]

Products & Quantities:

- Blankstate Replay: [Number of Seats]
- Blankstate Stream: [Tier: Shield/Align/Collective], [Number of Employees]

Fees:

- Total Subscription Fees: **As per the pricing in effect at the date of this Order Form (See Schedule 4).**

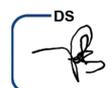
This Order Form is subject to the terms of the Reseller Agreement and the Blankstate EULA.

Schedule 4 Prices

The Subscription Fees payable by the Reseller to the Software Provider for the Services shall be those set out in the official Blankstate Pricing Document in effect at the time a corresponding Order Form is executed.

The Software Provider reserves the right to update the pricing from time to time. The Reseller will be notified of any price changes in accordance with Clause 9.2 of this Agreement.

A version can be accessed via <https://doc.blankstate.ai/pricing> or another URL as notified by the Software Provider from time to time.



Schedule 5 Software Provider Privacy Notice

The Software Provider's Privacy Notice explains how we collect, use, and protect personal data. The Reseller agrees to the terms of the Privacy Notice and shall make its Customers aware of it.

The Privacy Notice is incorporated into this Agreement by reference. The current version is available at: <https://blankstate.ai/privacy-policy/> or another URL as notified by the Software Provider from time to time.

Schedule 6 Trade Marks

| Country or territory | Trade Mark | Registration Number | Date of Registration | | Classes |
|----------------------|-------------|----------------------------|----------------------|---------------|---------------|
| UK | blankstate | UK00004070827 | 2 July 2024 | | 9, 35, 38, 42 |
| UK | Blank State | UK00003999522 effective | 8 January 2024 | 9, 35, 38, 42 | |

Signed by Mehdi CHERAITIA
for and on behalf of TRACEFLOW LIMITED

DocuSigned by:

.....
0F51B8907C3E4EF...
Co-founder

Signed by Paulo Roberto Nascimento de Moura
Silva
for and on behalf of LGPDNOW Tratamento e
Hospedagem de Dados Ltda.

DocuSigned by:

.....
4517971D82044FE...
Director