

# SERVICE PROVISION AGREEMENT AND LICENSING OF RIGHT TO USE THE CONDOMOB MANAGEMENT SOFTWARE

**CONTRACTING PARTY:** According to data registered in online contracting, the veracity of which is the customer's responsibility.

**CONTRACTED PARTY:** WEBAGILE TECNOLOGIA LTDA., A legal entity governed by private law, duly registered with the CNPJ under nº 29.651.287 / 0001-00, headquartered at Rua Zeferino Correia, nº 77, Edif. Comercial Lobo - Sala 305, Bairro Centro, Vitória da Conquista - BA, in this act represented by the following: Lauro Nolasco Quadros de Carvalho, Software Engineer, RG 1265249555 and CPF 024167465-45, Thiago Porto Humberto, Systems Analyst, RG 12300741 and CPF 828312465-04 and Matheus Magalhães Medeiros, Systems Analyst, RG nº 1431303909 and CPF 023455395-26.

#### **CLAUSE 1 - OBJECT**

This instrument grants the CONTRACTING PARTY the right to use for a determined, onerous, non-transferable and non-exclusive term, for the performance of its business activities, of 01 (one) CONDOMOB MANAGEMENT SOFTWARE (MULTI-USER) owned by the CONTRACTED PARTY that has the following options for systems: Basic Social Module, Complete Social Module, Financial Module and Condomob Access Control.

### CLAUSE 2 - CONTRACTING, PRICE, PAYMENT METHOD, ISSUANCE OF INVOICE AND DEFAULT

**FIRST PARAGRAPH:** The CONTRACTING PARTY's way of ACCEPTING this instrument online is defined in the steps that must be taken in the following order:

1º) access to the link where you will choose the plan appropriate to your profile and need;

2) self-filling in your registration data;

3rd) reading this instrument online by clicking on "Term of Service";

4) select the instruction "I have read and accepted the Term of Service";

5) click on the option "CONTRACT".

NOTE: This contract can be updated, so the date of the last revision must be noted in the file name and / or in the footer of the document.

**SECOND PARAGRAPH:** The CONTRACTING PARTY will pay the CONTRACTED PARTY for the purchased plan. The values will be as chosen in the online contract and commercial information negotiated and detailed by email. The monthly fee will be adjusted annually based on the General Price Index - Market (IGP-M). Updates and future versions of the system will be implemented automatically at no additional cost. The CONTRACTING PARTY, during the term of this instrument, may request the change or migration of the plan, where the commercial and technical parameters will be reviewed.

**THIRD PARAGRAPH:** Payment will be made until the chosen due date of each current month, by bank slip issued by the CONTRACTED PARTY between the 27th and 29th of the month preceding the due date of the collections. The CONTRACTING PARTY will obtain the ticket: 1) through CONDOMOB in the function MY ADMINISTRATOR / ADMINISTRATOR / MY COLLECTIONS and 2) by sending the access link (URL) of the ticket to the main contact email.

**FOURTH PARAGRAPH:** The invoices will be in electronic version (NF-e) and made available: 1) at CONDOMOB in the function MY ADMINISTRATOR / ADMINISTRATOR / MY TAX NOTES and 2) by email. The first issue will be at the request of the CONTRACTING PARTY and the others will automatically occur until the 5th business day of each new period (month) of competence.

**FIFTH PARAGRAPH:** The amounts mentioned in Paragraph Two of this Clause that are not paid in time will be subject to monetary correction according to the variation of the IGP-M / FGV, counted from the maturity date until the date of the effective payment, as well as fine of 2% (two percent) on the updated amount and default interest of 1% (one percent) per month pro-rata.

**SIXTH PARAGRAPH:** Failure to pay 02 monthly payments, consecutive or not, may cause the suspension of the services provided by the CONTRACTED PARTY, after the CONTRACTING PARTY is duly contacted and does not express interest in resolving the default. With the discharge of the debt and upon presentation of the due payment receipt, there will be a period of up to 24 hours to effect the release of the system.

**SEVENTH PARAGRAPH:** When the number of condominiums registered by the CONTRACTING PARTY exceeds the limit established with the CONTRACTED PARTY, there will automatically be a migration to the upper plan and a revision of the 200220.1.Zoom Pág 1 de 4



monthly payment amount following the migration. The regression of the plan can be requested only after 30 days of the reduction of the number of condominiums that falls again in the previous or inferior plan.

#### **CLAUSE 3 - THE PERIOD OF CONTRACTING, RENEWAL AND TERMINATION**

This instrument will be in force for 01 (one) year from the date registered in the online contract. The system will be released within 02 working days after the proven payment of the MEMBERSHIP or the 1st MONTHLY.

**FIRST PARAGRAPH:** In the interest of both parties, this contract may be renewed for another 01 (one) year upon written request by the CONTRACTING PARTY, at least 30 (thirty) days before the date foreseen for the termination of the contract, hypothesis in that there will be a monthly fee adjustment based on the General Price Index - Market (IGP-M).

**SECOND PARAGRAPH:** If neither party communicates to the other, at least 30 days before the date foreseen for the termination of the contract, the term of this contract will automatically renew if the CONTRACTED PARTY is in agreement and while the payment is being made.

**THIRD PARAGRAPH:** The content of the online contract template updated and in force at the time of each renewal will be applied. This also applies to all contracts signed from 2016 onwards.

**FOURTH PARAGRAPH:** If any of the parties wishes to terminate this instrument BEFORE the end of the 01 (one) year period, it is established that there will be NO termination penalty payment to the other party provided that: I) be notified by EMAIL (CORRESPONDENCE WILL NOT BE ACCEPTED) at least 30 days in advance;

II) there are no monthly payments with late payments.

FIFTH PARAGRAPH: This instrument may also be terminated in its own right in the following cases:

a) For non-compliance, by either party, of the obligations and conditions described in the clauses of this instrument;

b) If either party, without prior and express authorization from the other, assigns, transfers or pledges to third parties, in whole or in part, the rights and obligations derived from this instrument;

c) Decree of judicial recovery, bankruptcy or dissolution of one of the parties;

d) In the case of non-payment by the CONTRACTING PARTY of 02 (two) or more monthly payments, consecutive or not, after the latter is notified and does not express interest in resolving the default;

e) In the case of non-payment by the CONTRACTING PARTY of the value of ADHESION or the 1st MONTHLY, the act that was defined for the release of the system, this after this is notified and does not express interest in resolving the pending issue.

**SIXTH PARAGRAPH:** There will be no refund of the payment of ordinary monthly payments made after the formal request for the termination of this contract.

#### **CLAUSE 4 - FUNCTIONALITY AND TECHNICAL SUPPORT**

FIRST PARAGRAPH: The functional characteristics and minimum configurations are:

a) Administrative panel in a Web environment, for use by the liquidator, administration, ordinance, janitorial and tenants, which can be accessed from smartphone, tablet, notebook or desktop, through a Web browser with HTML5, CSS3 and Javascript support;

b) Mobile application for tenants, available on the platforms: Android (v.4 or higher), iOS (v.8 or higher) and WindowsPhone (v.8 or higher);

c) Multi-user system (for more than one team.), with only 01 login and 01 password for the holder of the residential or commercial unit.

**SECOND PARAGRAPH:** The Financial Module has an initial limit of 1 GB of space for data storage for each registered condominium. If this limit is exceeded, the CONTRACTING PARTY has 03 options:

a) contract a larger or unlimited storage plan;

b) the dynamic exclusion of files from previous periods;

c) use the system only up to the initial space limit.

**THIRD PARAGRAPH:** The CONTRACTED PARTY may analyze requests for increments and adaptations to the system made by the CONTRACTING PARTY, however, it will only implement them free of charge if they are really necessary, and when applicable, only through the budget and billing apart from the new schedule.



**FOURTH PARAGRAPH:** The CONTRACTED PARTY is responsible for the technical support, maintenance, stability and updating of the CONDOMOB MANAGEMENT SYSTEM, keeping it operational 24 hours a day for the duration of this contractual instrument. Excluding this responsibility from configuring private browsers, updating third-party software or equipment and other services such as access points, proxy servers, DNS servers, web servers, FTP servers, routers, etc.

**FIFTH PARAGRAPH:** The CONTRACTED PARTY uses technology that guarantees the CONDOMOB MANAGEMENT SYSTEM operating in the period that this contractual instrument is in force. In the event that the system is momentarily inoperative, the CONTRACTING PARTY will be entitled to a proportional discount in the monthly fee for each day of inoperation, referring here to the monthly fee for the period in which the unavailability occurred. However, the following discount will NOT be considered passive unavailability:

a) emergency maintenance between 23: 00hs and 7: 00hs that do not exceed 2 (two) hours;

b) events of force majeure (eg blackout in the supply of electricity, etc.);

c) problems related to internet connectivity, equipment, software and other technologies which, due to their failure, prevent access to the system and which are the responsibility of the CONTRACTING PARTY;

d) any acts or omissions of the CONTRACTING PARTY, its Customers or third parties that cause unavailability.

**SIXTH PARAGRAPH:** Technical Support (ST) is online and carried out by qualified professionals who will assess the nature and complexity of the doubt, the eventual error or problem in the use of the system.

The service channel is the link: http://condomob.net/suporte, from Monday to Friday, on working days, from 8 am to 12 pm and 2 pm to 6 pm, in Brasília / DF time.

Receiving the request in writing, the ST assesses whether the matter is new, recurring, punctual, whether it is already in service or other status, so the response will be in writing or by video call, the best option for the matter. The ST has a minimum term. 02 business hours to respond to requests and our attendants are not authorized to respond to requests forwarded to their personal contacts.

SEVENTH PARAGRAPH: The CONTRACTING PARTY can still count on these other service options:

1. the CONDOBOT (chat) button in the lower right corner of the screen on the system's administrative panel.

2. the Tutorial HOW TO USE THE SYSTEM available at the link: http://condomob.net/comousar

3. SUGGESTIONS can be sent to the link: http://condomob.net/sugestao which will be answered according to the real usefulness and priority level of the suggestion.

**EIGHTH PARAGRAPH:** Depending on the systems acquired, the CONTRACTED PARTY has the following training available: - Complete Social Module Self Training

Self training through the explanatory videos (support material) listed for the SUPPORT function in the administrative panel of the Social Module.

- Financial Module Standard Training

CONDOMOB Technical Support will provide online training for the Financial Module aimed at the implementation of 01 (one) condominium. The training is for a maximum period of 04 days, lasting 1 hour each day. The schedule may be on alternate days and the schedules may be repeated or not, but it will always be with the same instructor. In preparation for this training, the CONTRACTING PARTY will receive guidance on how to make preliminary auto configurations in this module.

- Temporary Group on Whatsapp

Which is open when the Financial Module is hired and will support the implementation of this module. The group will remain open until 15 days after the end of the last training of the Financial Module.

## CLAUSE 5 - CONTRACTING PARTY'S ASSIGNMENTS

#### **SOLE PARAGRAPH:** The CONTRACTING PARTY undertakes to:

a) Use the contracted system according to its purposes and technical requirements and have equipment for the use of the software in good working order and protected by reliable antivirus and always updated;

b) Make the self-registration of condominiums, units, residents, users, trigger passwords and other operational procedures;

c) Feed, update, handle and manage the data or information of the system for the full and correct use of the tenants, aware that the CONTRACTED PARTY is not responsible for their involvement in these attributions;

d) To be legally and financially responsible for the content and / or errors in the information provided and data entered, inserted and stored in the CONTRACTED PARTY's system, whether it be the social module, the financial module, or both, regardless of who has been authorized or used by the CONTRACTING PARTY for these procedures.

#### **CLAUSE 6 - INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION**

The Software, object of this contract is owned and owned by the CONTRACTED PARTY, so that the copyrights and other intellectual property rights related to it are the same as those conferred on literary works according to the copyright laws in force in the country, as expressed determination of Article 2 and Paragraphs of Law 9.609 / 98. All obligations contained in this clause will remain in effect, not only during the term of this instrument, but also for a period of 05 (five) years from the date of its termination.

**FIRST PARAGRAPH:** This instrument may not, under any aspect, be interpreted as an association or an act of society between the parties, for any and all purposes of law.

**SECOND PARAGRAPH:** The CONTRACTED PARTY undertakes not to alter, disclose, transfer, supply or assign, in any capacity, any data or information of the CONTRACTING PARTY, its customers and / or its tenants, and the actions registered in the database of the CONDOMOB system (Social Module and Financial Module) and / or obtained under this instrument.

**THIRD PARAGRAPH:** The CONTRACTING PARTY undertakes to use information referring to the object of this contract only and only to what is strictly necessary for the performance of its activities, also adopting all necessary precautions to prevent such data / information from being used, reproduced, published or disclosed without the express written authorization of the CONTRACTED PARTY.

**FOURTH PARAGRAPH:** The CONTRACTED PARTY is guided by Law No. 13,709 / 2018 - General Law for the Protection of Personal Data (LGPD) to ensure security and privacy in the treatment of the information being processed in the WEB (website) and APP (application) environments of its Platform.

**FIFTH PARAGRAPH:** The system is provided electronically via the internet (cloud computing), without the need for local installation. Security in the circulation and storage of data is guaranteed by the solutions:

- Google App Engine: Google platform for the development and hosting of applications;
- Cloud Computing: Cloud computing that is the same technology that offers speed and reliability to Google websites;
- HTTPS: Data transmitted via encrypted connection and authenticity of the Server and the Client;
- JWT (Json Web Token): Access token with unilateral validation;
- Google Accounts: Access control to the administrative environment.

#### **CLAUSE 7 - GENERAL PROVISIONS**

**FIRST PARAGRAPH:** The CONTRACTING PARTY authorizes its commercial name, brand and / or logo, as well as the photo, name, city and state of its condominiums registered with CONDOMOB to be placed on the clients page of the website https://condomob.net belonging to the CONTRACTED PARTY while this contract is in force, without any remuneration for this authorization being due.

**SECOND PARAGRAPH:** Neither party will be responsible for any delay or failure to comply with its obligations described herein, if such delay or failure results from facts beyond the control of the parties, or from its reasonable control, including acts of God and / or force majeure events.

**THIRD PARAGRAPH:** Any damage that the CONTRACTING PARTY experiences due to improper use and or incorrect registration of data will not be the responsibility of the CONTRACTED PARTY.

**FOURTH PARAGRAPH:** The CONTRACTED PARTY shall not be obliged to make any financial reimbursement that may be requested by the CONTRACTING PARTY, since the parties are aware that the amounts paid refer to the services performed by the CONTRACTED PARTY to keep the operating system stable and updated since the act of online hiring described in Paragraph One of Clause 2.

**FIFTH PARAGRAPH:** The CONTRACTED PARTY's liability for any possible losses or damages, of any nature, evidently resulting from the granting of the license and provision of services, in accordance with this contract, will not exceed the Adhesion price established in the negotiated and detailed commercial information by email, as mentioned in Paragraph Two of Clause 2.