

CONTRACT FOR SERVICES **– REG. No. 3650789 – SET. 2017**

This contract (“AGREEMENT”) entered into between Telium Tecnologia da Informação LTDA, headquartered in the City of São Paulo, state of São Paulo, at Avenida das Nações Unidas, 13.797, Bloco III, 1st and 2nd floors, CNPJ nº 07.272. 054/000155, (“TELUM”) and the CUSTOMER with headquarters, address and qualification defined in the COMMERCIAL PROPOSAL, will be governed by the clauses and conditions below, mutually agreed and, where applicable, by the applicable legislation.

1. OBJECT

1.1 Provision of limited telecommunications services and value-added services, specified in the COMMERCIAL PROPOSAL.

1.2. The COMMERCIAL PROPOSAL, which forms the basis of this instrument, presupposes the possibility of providing the service at the address indicated in the CLIENT qualification above. If there is a change of address by the CUSTOMER, it is assumed that the initial conditions of the contract have been changed, an opportunity that TELIUM will quantify a new value for service at the new address, which will result in the formulation of a new COMMERCIAL PROPOSAL.

1.3. If the CUSTOMER does not accept the new COMMERCIAL PROPOSAL, the contract will be terminated, resulting in the application of the penalty provided for in clause 10.4.

1.4. If there is a conflict between the provisions of this contract and the conditions contained in the COMMERCIAL PROPOSAL, the provisions of the latter instrument shall prevail.

2. SERVICE ACTIVATION

2.1. The SERVICE will be considered technically and commercially activated with the sending, via e-mail, of the Service Technical Activation Form (ATS) to the CUSTOMER, with consequent billing initiation.

2.2. Within 24 hours after activation, the CUSTOMER may challenge the SERVICE, in a justified manner and in writing. After the period without any manifestation, the activation will be considered perfect.

2.3. Once the COMMERCIAL PROPOSAL is accepted, at the time of activation, if the CUSTOMER does not meet the technical, operational or infrastructure requirements necessary to interconnect or complete the SERVICE, TELIUM will grant a period of 5 working days for regularization.

2.4. Upon verification of the technical impossibility of providing the service, due to the lack of technical suitability of the CLIENT’s infrastructure, this contract will be automatically terminated. The same hypothesis applies if, during the provision of the service and/or request for an upgrade, the CUSTOMER is technically unable to do so.

2.5. In the specific cases of clause 2.4, the investment made by TELIUM

will be reimbursed by the CLIENT in an amount equivalent to the 1st monthly fee due for the service.

3. RIGHTS AND OBLIGATIONS OF THE

PARTIES In addition to other obligations that may be contained in this AGREEMENT:

3.1. TELIUM shall inform the CUSTOMER, preferably 5 working days in advance, of any preventive maintenance that may alter the performance of the SERVICE; 3.2. TELIUM will always carry out any repairs or technical modifications in order to improve the provision of the SERVICE, in its time and manner, without any type of damage to the CUSTOMER; 3.3. In the event of a service problem, the CUSTOMER will be responsible for registering the incident at TELIUM’s Relationship Center through the number 0800-600-0600, or by any other means that may be informed. After such action, TELIUM must contact the CUSTOMER within 1 hour to start the problem solution procedure.

3.4. TELIUM must install and maintain all the infrastructure necessary to receive the SERVICE contracted by the CLIENT, as well as take care of the precautions expected to restrict its access;

3.5. It is TELIUM’s right, with a view to the economic/ financial rebalancing of the contract, to revise its prices due to the occurrence of supervening facts and events that alter the initial conditions for the provision of the service, cases in which TELIUM will expressly communicate to the CUSTOMER with 10 (ten) days in advance.

3.6. It will be up to the CUSTOMER to observe and enforce TELIUM’s Use Policies, available on the website <http://www.telium.com.br/pt/ua>; 3.7. It will be up to the CLIENT to use, with due diligence and, if it is no longer used, any information of a confidential or confidential nature transmitted to it, accesses or addresses provided by virtue of the SERVICE, after the termination, termination or termination of this AGREEMENT.

3.8. The CUSTOMER undertakes to make the payments due to TELIUM, strictly within the established deadlines.

3.9. If there is a need to contract additional services or customizations not initially foreseen, TELIUM will present a new survey, where the functional impacts and consequently the new deadlines and costs for the delivery and execution of the service will be presented.

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This process, if it reaches the current service, will automatically cause the stoppage of the project time, not being considered a delay, and TELIUM will be responsible for presenting a new date for the “start” of the project to be reviewed and approved by the CUSTOMER. The needs raised will be validated and will only be carried out in accordance with the CLIENT.

3.10. Any complaint regarding the bandwidth speed, for the Dedicated Link service, must be preceded by measurement through the tool available on the website: simet.nic.br.

3.11. The CUSTOMER must provide an adequate location and infrastructure necessary for the correct installation and operation of the service;

3.12. The CUSTOMER must immediately inform TELIUM of occurrences that may compromise the provision of the service; 3.13. The CUSTOMER must ensure access by TELIUM employees, duly identified, to its premises for maintenance, repair and installation of equipment. In the event of prohibition or delay in guaranteeing access by TELIUM employees, the service time will be extended, for the same waiting time in accessing the CLIENT's premises; 3.14. The CUSTOMER must not disconnect, disconnect, repair, modify or manipulate TELIUM's equipment in any way, except at the request of TELIUM itself;

4. EQUIPMENT 4.1.

Any and all TELIUM equipment or products made available, if the SERVICE so requires, will be leased or leased, unless otherwise agreed by the Parties in the COMMERCIAL PROPOSAL.

4.2. As the provision of the service depends on the perfect maintenance of the equipment referred to in clause 4.1, the CUSTOMER must allow TELIUM technicians access to the facilities, where such equipment is located, so that they can not only provide the required periodic maintenance, but also carry out the necessary repairs the satisfactory operation of the service provided by TELIUM.

4.3. Failure to comply with the stipulations in clause 4.2 results in the CLIENT not requiring any aspect related to the quality of the service, or the service provided in itself, since the proper maintenance of the equipment is imperative for the continuity of the service. provision of the service.

4.4. As for the equipment provided by TELIUM, in the event of clause 4.1, the CUSTOMER may not sell, assign, sublease,

make them available or transfer them to third parties, for whatever reason.

4.5. In any event of rescission, or even at the end of this contract, the CUSTOMER must return to TELIUM or make it available for collection, within a maximum period of 5 (five) days, counted from the date of rescission or termination of the contract, all equipment that are in your possession.

4.6. TELIUM may carry out, within the period agreed in clause 4.5, the removal of the equipment that is in its possession. If the CUSTOMER does not deliver the equipment to TELIUM, it may consider such equipment as not returned and proceed as established in the clause below.

4.7. In the event that the CUSTOMER does not return the equipment to TELIUM, or if the CUSTOMER causes damage to such equipment that makes their regular use unfeasible or jeopardizes, TELIUM is hereby authorized to search and seize such equipment, without prejudice the application of a daily fine corresponding to R\$ 100.00 (one hundred reais) per day of non-compliance and/or charge in a single installment, the amount corresponding to the market price of such (new) equipment.

4.8. In the event of return of equipment with faults caused by the CUSTOMER, TELIUM is authorized to charge the amount corresponding to the amount spent to repair them.

5. PRICES AND PAYMENT CONDITIONS 5.1.

The price and payment terms for the SERVICE will be those specified in the COMMERCIAL PROPOSAL, always on a pro-rata basis to the days when the operation starts in the month, already including all applicable taxes, in accordance with the rates and legislation in force. Any increase or exemption of the tax burden must be previously discussed between the Parties, for the due adjustment, if applicable.

5.2. The Relationship Center, also called Service Desk, 0800-600-0600, is able to receive any complaint from the CUSTOMER regarding billing, as long as it is made within a period of no more than 72 hours from the due date.

5.3. Late payment will automatically subject the CLIENT to the following penalties: (a) 2% fine; (b) restatement by the IGP-M (General Price Index - Market) pro rata die, or by another index that may replace it, until the date of payment; (c) suspension of the SERVICE, after the 7th day of delay with the possibility of reinstatement within 24 hours after confirmation of payment of the invoice and respective charges; (d) possibility

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cancellation of the SERVICE and termination of the AGREEMENT, if longer than 30 days; (e) interruption of the ACTIVATION if the installation fee has not been paid on the date agreed between the parties; (f) If the CUSTOMER has not paid the activation fee, however, the service has already been activated, TELIUM may SUSPEND THE SERVICE, with the possibility of reestablishment within 24 hours after confirmation of payment of the invoice and respective charges .

5.4. In the event of termination of this agreement due to non-payment of the invoice and/or bank billing document, TELIUM will be authorized to send the name of the defaulting CUSTOMER to protest and/or for enrollment in credit protection services and other similar registrations, upon prior notice. notification.

5.5. The CUSTOMER hereby agrees and acknowledges that the non-receipt of the service invoice and the respective billing bank document, whether due to loss, or any other reason, does not exempt it from responsibility for the respective payment related to the provision of services until the due date, in which case the CUSTOMER must request a document from TELIUM allowing him to make the respective payment.

5.6. The CLIENT's default with the consequent termination of the contract will allow TELIUM to retain any electronic equipment that is in its possession, as a guarantee due to the provision of the service, and that belongs to the CLIENT until the effective settlement of the financial pending.

5.7. Pursuant to clause 5.6, if the default remains for 6 (six) consecutive months, the CUSTOMER agrees that TELIUM may dispose of the equipment at the average market price, and must present the sales receipt as a way to amortize the total amount due.

6. INVOICE DISPUTE

6.1. The CUSTOMER is assured the right to contest any debit, in whole or in part, posted on its invoice, within a period of up to 3 years after its issuance, in writing, in a communication sent to the TELIUM address mentioned in the preamble of the CONTRACT.

6.2. The partial contestation of debts by the CUSTOMER exclusively suspends the collection of the contested amount, and TELIUM, in a reasoned manner, responds within 30 days after receiving said communication. The uncontested amount must be paid on the due date shown on the invoice, under penalty of applying the penalties provided for in clause 5.3.

6.3. After the period described in Item 6.2 has elapsed without TELIUM's manifestation to the CUSTOMER, the contestation will be considered valid. And, if it is not, TELIUM will grant a new term for payment of the amount to the CUSTOMER, after, by mutual agreement with the CUSTOMER, deciding to maintain the charge.

6.4. If the disputed amount not paid by the CUSTOMER is considered due, it will be required, plus the charges provided for in Item 6 above, and charged on the subsequent invoice. The contestation of the amount paid, unduly, will occur in the form of a credit in the immediately subsequent invoice.

7. PRICE ADJUSTMENT

7.1. The price of the SERVICE will be readjusted after each period of 12 months, or on a shorter basis, if so permitted by law, according to the variation of the IGP-M (General Price Index - Market), or by another index that may replace it.

8. RESPONSIBILITIES

8.1. The liability of each Party to the other shall be limited to the direct damages actually suffered by the aggrieved Party, excluding any loss of profits, loss of income and indirect damages. Neither Party shall, under any circumstances, be responsible for losses and damages that may be owed by the aggrieved Party to users of its services, nor for penalties of any nature imposed by the Government on the aggrieved Party.

8.2. The direct liability of each Party will be limited, unconditionally, to an amount equivalent to twice the monthly value of the services that have given rise to any liability, except for this limitation the damage actually caused to the equipment and/or facilities of the other Party, event in which compensation for damages must be full.

8.3. TELIUM will not be responsible for the content of the information transmitted by the Contracting Party from the use of the services, nor for any infraction, injury, defamation, abusive interference in private life and violation of intellectual and/or industrial property rights that may be committed when use of the contracted services, thus, the Contracting Party is entirely responsible for the content of the information transmitted from the use of the contracted services.

8.3.1. TELIUM will also not be responsible for obtaining illegal access to any third party systems propagating viruses or the like, altering

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and/or copy files or obtain passwords and data from third parties without prior authorization.

8.3.2. The CLIENT will be responsible for encouraging illegal practices, or those contrary to morals and good customs, inciting practices of discriminatory acts of any nature, making available or facilitating access to illegal, violent, pornographic, degrading messages, products or services that induce or may induce an unacceptable state of anxiety and fear.

8.4. Once the practice by the CLIENT of any act prohibited in the Usage Policies is verified, the SERVICE may be totally or partially suspended within a maximum period of 30 (thirty) days, until the correct fulfillment of the CONTRACT is reestablished.

8.5. TELIUM will not, under any circumstances, be responsible for the interruption of the service, and the resulting damages, in the cases of: A. Temporary shutdown or interruption of the system, resulting from repairs or maintenance of the electrical or external communication networks, which are not of control and domain of TELIUM; B. Incompatibility of the CUSTOMER's systems with those of TELIUM, caused by any change made by the CUSTOMER in its physical or logical infrastructure; C. Interruption or suspension of provision of services due to force majeure, acts of God or action by third parties, which occur independently of TELIUM's will, as well as interruption or cancellation, due to a natural accident or for any other reason, of basic services.

8.6. If there is an alteration and/or change of applications that cause the CLIENT's systems to be incompatible with those of TELIUM, it will be considered as an alteration of the initial conditions of the contract, and cannot be characterized as a failure in the provision of the service.

8.7. TELIUM is not responsible for the logical security of the CLIENT's network, nor for the preservation of its data, and the CLIENT is responsible for adopting and implementing security policies aimed at restricting access, controlling violations and preserving its data.

9. DURATION AND

TERM 9.1. This AGREEMENT will enter into force on the date of its signature. The COMMERCIAL PROPOSAL will designate the term of validity of the SERVICE which, if not denounced, will be automatically renewed for the same period of the COMMERCIAL PROPOSAL, not characterizing it as an indefinite period.

10. TERMINATION AND

TERMINATION 10.1. The CONTRACT may be terminated or terminated by the CUSTOMER or TELIUM, via written notice at least 30 days in advance, whether the contract is renewed or not.

10.2. The CONTRACT may be terminated by the CLIENT before activating the SERVICE, upon payment to TELIUM of the amount referring to the installation fee, related to the implementation of the SERVICE.

10.3. The CONTRACT may be terminated, without prejudice to the fulfillment of its obligations and responsibilities, in particular, payments and penalties, upon the occurrence of one or more of the following events: (a) notification or declaration of bankruptcy, reorganization or judicial liquidation; (b) CUSTOMER delay in payment, greater than 30 days from the due date; (c) termination by TELIUM, regardless of notification, if characterized by misuse, illegal or fraudulent use of the SERVICE, especially in the cases of clause eight; (d) termination promoted by either Party in the event of breach of contract, provided that the non-defaulting Party notifies the other Party, in writing, of the occurrence of such breach, and it is not remedied within a period of 30 days from the date of receipt of the notification.

10.4 In case of termination by the CLIENT, in the cases of clauses 10.1 and 10.3 (a), (b), (c) and (d), a compensatory fine of 30% (thirty percent) will be levied on the remaining balance of the SERVICE not yet provided.

10.5. In case of DOWNGRADE, in order to avoid contractual termination in bad faith, the fine in case of early termination by the CLIENT will be calculated based on the value of the service stipulated in the original contract. The fine will be readjusted to the DOWNGRADE value after the renewal of the contract for a new period.

10.6. In case of early termination and without good reason by the CLIENT, the service uninstallation fee will be charged in the amount corresponding to 50% of the installation fee. After contractual renewal, the aforementioned clause will not be charged in the event of contractual termination. In cases of discount or exemption from the installation fee granted by TELIUM's mere liberality, the amount of R\$ 500.00 (five hundred reais) will be set as the uninstallation fee.

11. INTELLECTUAL PROPERTY

11.1. The Parties undertake not to undertake any activity, nor to perform any acts, whether directly or indirectly, that may affect or harm, in any way, the right,

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ownership and use by the other Party of its trademarks, trade names or any intellectual property.

12. CONFIDENTIALITY

12.1. The Parties agree that the content of this AGREEMENT is confidential, and shall remain so for a period of 2 (two) years after its termination or termination, and will not be disclosed to any individuals, companies or institutions, except if disclosure is required by a governmental authority, or order of a competent court, under penalty of disobedience or other penalty, and the Party that is obliged to disclose such information shall notify the other of such obligation.

12.2. The Parties undertake not to use, for their own benefit or that of third parties, the information they may obtain from the other Party due to the service object of this contract, by themselves and their agents or employees, in view of recognizing that said information is covered by total and unrestricted confidentiality and, as such, must be qualified and considered, under penalty of civil and/or criminal liability.

12.3. Violation of any of the secrecy, confidentiality and ownership provisions stipulated in this clause, by either party, will result in the termination of this contract and compensation by the offending party, for losses and damages, without prejudice to other applicable legal and contractual provisions.

13. GENERAL PROVISIONS

13.1. This AGREEMENT, in whole or in part, as well as its rights and obligations, may not be the object of any type of assignment by the CLIENT, without TELIUM's prior written consent.

13.2. This AGREEMENT does not create any partnership, joint venture, association, franchise, partnership, representation, agency, or employment relationship between the Parties.

13.3. Failure to exercise any right or receipt after the deadline, as provided for in this AGREEMENT, will be considered as mere liberality and will not imply a waiver, novation or amendment of its clauses, unless otherwise agreed in writing.

13.4. This AGREEMENT, the COMMERCIAL PROPOSAL, and its Annexes, identified and initialed by the Parties, constitute the entire content of this AGREEMENT, replacing previous agreements, which may be entered into.

13.5. The parties declare and guarantee: (a) to have and be vested with all powers and authorizations

necessary, corporate or otherwise, to conduct its business, exercise control over its assets and to sign, contract and fulfill all obligations under the CONTRACT; (b) that the signature of this instrument does not constitute breach of any contract to which it is a party, nor breach of any condition imposed on it by virtue of law or CONTRACT; (c) did not practice, practice or will practice conduct in violation of Law No. 12,846/13 and related rules; (d) gave knowledge and awareness to all persons involved, directly or indirectly, in the execution of the object of this contract of the provisions of Law No. 12.846/13; (e) is aware of the possible consequences and sanctions applicable in case of violations of the Anti-Corruption Legislation in force.

14. MUTUAL RESPONSIBILITIES 14.1

TELIUM is not responsible for any delays that may occur during the development of the services, according to the schedule established by the parties, caused by CUSTOMER requests that lead to changes in the original scope, or even, due to lack or delay of information under the CUSTOMER's responsibility.

15. EMPLOYMENT

RELATIONSHIP 15.1. It is expressly stipulated that, under this Agreement, no employment relationship or liability is established by any of the parties towards employees, agents or representatives in any capacity of the other, each party being responsible, as an employer, for all expenses, obligations and charges arising from the legislation in force towards their respective employees and contractors in any capacity.

15.2. During the term of this agreement and up to 12 (twelve) months after its termination, the CUSTOMER may not directly or indirectly contract the professionals participating in this project without TELIUM's prior authorization. Violation of this obligation, in addition to representing just cause for the immediate unilateral termination of the contract, will subject the CLIENT to the payment of a fine equivalent to 10 (ten) times the value of its remuneration.

16.

JURISDICTION 16.1. This AGREEMENT obliges the Parties and their successors, with the central jurisdiction of the City of São Paulo being elected to resolve any controversy or doubt that cannot be amicably resolved between the Parties, within a period of up to 15 days after the offending Party has notified the Offending Party .