



Commercial Service Agreement

US1 Business Unit
500 Oracle Parkway
Redwood City, 94065

Contract Number	RUMO14
Contract Name	Contrato de Diesel
Start Date	4/12/19
End Date	4/12/20
Amount	61.000.000,00 BRL
Contact	Roth, Calvin
Contact Phone	675-5336
Contact E-Mail	calvin.roth_ecpz@oracledemos.com

Customer

Apex Solutions
Apex Plaza
Reading, RG1 1AX

Contract Terms and Conditions

General Terms

Term of Agreement

The Effective Date of this Agreement is 4/12/19 and upon signature by both parties US1 Business Unit and Apex Solutions. The term commences beginning with the first full billing cycle following product installation. This Agreement is valid until 4/12/20 unless otherwise terminated or extended.

Jurisdiction

This agreement is governed by the substantive and procedural laws of California and you and the supplier agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement.

Applicability of Agreement

This agreement is valid for the order to which this agreement accompanies.

Rights Granted

Upon the supplier acceptance of this order, the partner has the limited right to use the programs and receive any services ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. If accepted, the supplier will notify you and this notice will include a copy of your agreement. Program documentation is either shipped with the programs, or you may access the documentation online at <http://visioncorp.com/contracts>. Services are provided based on the suppliers policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you and how to access them, will be specified on your order. Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by the supplier and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document. The services provided under this agreement may be related to your license to use programs acquired under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from the supplier are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

Indemnification

Technical Support

For purposes of the ordering document, technical support consists of Software Updates, Product Support and/or other annual technical support services you may have ordered. If ordered, annual technical support (including first year and all subsequent years) is provided under the supplier technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at the supplier discretion; however, the supplier will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. The partner should review the policies prior to entering into the ordering document for the applicable services. Access to the current version of the technical support policies are available at <http://visioncorp.com/contracts>. Technical support is effective upon shipment, or if shipment is not required, upon the effective date of the ordering document. If the partner order was placed through the the supplier Store, the effective date is the date the order was accepted by the supplier. Software Updates or Product Support acquired with your order may be renewed annually and, if you renew the Software Updates or Product Support for the same number of licenses for the same programs, for the first, second, and third renewal years the fee for Software Updates or Product Support will not increase by more than 6% over the prior year fees.

Trial Programs

The partner may order trial programs, or the supplier may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from the supplier or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided as is and the supplier does not provide technical support or offer any warranties for these programs.

Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another (confidential information). Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential. A party confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to access it in furtherance of this agreement and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement.

End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate this agreement. If the supplier ends this agreement as specified in the preceding sentence or under the Indemnification section, the partner must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. Except for nonpayment of fees, we each agree to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an the supplier Finance Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services ordered and the supplier may end this agreement. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

Fees and Taxes

All fees payable to the supplier are due within N30 from the invoice date. The partner agrees to pay any sales, value-added or other similar taxes imposed by applicable law that the supplier must pay based on the programs and/or services you ordered, except for taxes based on the supplier income. Also, the partner will reimburse the supplier for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. The partner agrees that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your order.

Entire Agreement

The partner agrees that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the programs and/or services ordered by the partner, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any the supplier ordering document shall supersede the terms in any purchase order or other non-the supplier ordering document and no terms included in any such purchase order or

other non-the supplier ordering document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the the supplier Store by authorized representatives of the partner and of the supplier. Any notice required under this agreement shall be provided to the other party in writing.

Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including deemed export and deemed reexport regulations); additional information can be found on the supplier Global Trade Compliance web site which can be accessed at <http://visioncorp.com/contracts>. You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, Punitive, or consequential damages, or any loss of profits, revenue, Data, or data use. The supplier maximum liability for any damages Arising out of or related to this agreement or your order, whether in Contract or tort, or otherwise, shall be limited to the fees the partner paid the supplier for the deficient program or services Under this agreement as specified in your order. In no event shall the supplier liability arising out of or related to this agreement Exceed the total fees paid under the partner order.

Other

If you have a dispute with the supplier or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: the supplier Attention: General Counsel, Legal Department. You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow the supplier policies regarding financing which are at <http://visioncorp.com/contracts>. Except for actions for nonpayment or breach of the supplier proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued. Upon 45 days written notice, the supplier may audit your use of the programs. You agree to cooperate with the supplier audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, the supplier can end your technical support, licenses and/or this agreement. You agree that the supplier shall not be responsible for any of your costs incurred in cooperating with the audit. The Uniform Computer Information Transactions Act does not apply to this agreement.

Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

Shipping

Where shipment is required, Oracle shall deliver to the address specified by you on your purchasing document or when the purchasing document does not indicate a ship to address, Oracle shall deliver to your location, the CD pack(s) listed in section A that include 1 copy of the

software media and 1 set of program documentation (in the form generally available), for each program licensed under this ordering document which is currently available in production release as of the effective date below. You shall be responsible for installation of the software. All fees due under this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement. You agree to pay applicable media and shipping charges. Provided you continuously maintain Update Subscription Service, additional CD packs for the programs provided under this ordering document may be ordered through the Oracle Store at the standard CD pack price. If you lose or damage the media containing a program licensed here under, upon your written notice Oracle will provide a replacement copy thereof, under Oracle then-current technical support policies, for a media and shipping charge. The following shipping terms shall apply: the shipping method, Prepaid, and Add. These terms shall also apply to any options exercised by you.

Diesel

Term

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement. 1,2,3,4,5 year

terms a program license specifying a 1,2,3,4 or 5 year term shall commence on the effective date of the order and shall continue for the specified period. At the end of the

specified period the program license shall terminate. 1 year hosting term a program license specifying a 1 year hosting term shall commence on the effective date of the order

and providing internet hosting services.1 year the supplier hosted term a program license specifying a 1 year the supplier hosted term shall commence on the effective date of

the order and shall continue for the period of 1 year. At the enf of the 1 year the program license specifying a 1 year the supplier hosted term shall commence on the effective

date of the must be hosted by the supplier via computer and administration services. 1 year subscription a program license specifying a 1 year subscription shall commence on the

effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

License

Named User Plus License Minimums

Licensing Rules

The supplier retains all ownership and intellectual property rights to the programs and anything developed by the supplier and delivered to you under this agreement resulting

from the services. The partner may make a sufficient number of copies of each program for your licensed use and one copy of each program media. The Partner may not remove or

modify any program markings or any notice of the supplier proprietary rights make the programs or materials resulting from the services available in any manner to any third

party for use in the third party business operations, unless such access is expressly permitted for the specific program license or materials from the services you have acquired

cause or permit reverse engineering unless required by law for interoperability, disassembly or decompilation of the programs or discolse results of any program benchmark tests

without the supplier prior written consent.

SIGNED for and on behalf of US1 Business Unit	SIGNED for and on behalf of Apex Solutions
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Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: