

Terms of Service - u-intelligent buy

Versions

VERSION	DATE	COMMENTS
1.0	15.03.2023	First version the document.
2.0	04.04.2023	Updates on the document.

Content

Introduction.....	8
Description.....	8
1. UPDATE AND AVAILABILITY	8
2. THE SERVICE	8
2.1. The assignment of use of the software is irrevocable, non-exclusive, and non-transferable via the Internet, in the form of Software as a Service (SaaS), including software hosting and database services..	9
2.2. To contract the services, it will be necessary:	9
2.2.1. that the customer approves the Stratesys Business Proposal.....	9
2.2.2. that the customer provides the data requested in the Commercial Proposal for the registration and release of the software to be carried out.	9
2.3. The limitations on the service will be in accordance with the specifications of the contracted plan.	9
2.4. The contracted service includes the current and current version of the software. Stratesys may make improvements and updates to the software upon prior notice to the customer.....	9
2.5. The maintenance of backups (backups) is included in the service. Backups are performed automatically and kept in different physical locations, ensuring the safeguarding of data uploaded by the user to the software. The user may request backup copies, upon request, considering the schedule and deadlines established by Stratesys.	9
2.6. During registration, the customer will determine his access password, and it is his sole responsibility to maintain the secrecy of this information.....	10

2.7.	In case of loss, disclosure, theft, or identification of unauthorized use of the password and/or access account, if verified by the customer, he must immediately inform Stratesys.....	10
2.8.	Stratesys will not be responsible for actions, payments and damages resulting from the irregular use of the access account by the customer or third parties, unless Stratesys proves a failure.....	10
3.	AMENDMENT TO THE CONTRACTED PLAN	10
3.1.	In order to change the contracted service, it is necessary that, being in accordance with the new Commercial Proposal, the acceptance is effective.....	10
4.	REMUNERATION	10
4.1.	To use the software, the customer must pay Stratesys the amounts established in the approved Commercial Proposal.....	10
4.2.	Prices and payment methods vary according to the contracted conditions and services, such as the selected modules and the number of users or use licenses, which will be informed through the commercial proposal at the time of contracting.....	10
4.3.	Stratesys also has services that can be contracted and paid separately, whose values and conditions will be defined in a specific contract term.....	10
4.4.	The amounts charged are non-refundable, even if the customer does not use the services.	10
4.5.	Failure to pay any amounts on the respective due dates will not result in automatic termination of the contract. Stratesys reserves the right to block access to the software if the pending issue is not settled within 30 (thirty) days from the due date of the invoice.	10
4.6.	If the customer does not resolve the pending financial issue within a period of 60 (sixty) days, counted from the due date of the invoice, Stratesys reserves the right to terminate the contract between the parties and permanently delete the user's data that may be stored in the software.....	10
4.7.	The modification and/or updating of the prices charged for the use of the software will occur in accordance with what is established in the Commercial Proposal.....	10
4.8.	If additional services are contracted to the current Commercial Proposal, Stratesys reserves the right to apply the values according to the updated price list.....	10
5.	SERVICE LEVEL AGREEMENT (SLA)	10
5.1.	Stratesys guarantees the availability of the software at least 99% (ninety-nine percent), considering the time in each calendar month.....	10
5.2.	The Service Level commitment of 99% (ninety-nine percent) does not apply, if the circumstances of unavailability result from:.....	10
5.2.1.	planned interruptions, which will be informed by Stratesys through an email message or notice in the software and which will be scheduled, as far as possible, at night times, between 10:00 pm and 6:00 am (Brasília time);	11
5.2.2.	acts of God or force majeure, pursuant to article 393 of the Civil Code.....	11
5.2.3.	any acts or omissions by the customer or third parties.....	11
6.	PROMOTIONS AND TRIAL PERIODS.....	11

6.1.	Stratesys may offer trial periods, discounts, free access, or promotional packages at any time, for purely commercial reasons and at its sole discretion.	11
6.2.	Promotions and tests will not be cumulative and may be limited to certain services, time periods and the acceptance of special conditions.	11
6.3.	Stratesys may interrupt, cancel, or modify promotions and tests at any time, respecting the conditions and deadlines established in the corresponding Commercial Proposal.	11
7.	INTELLECTUAL PROPERTY	11
7.1.	The use of the software is licensed as a “Software as a Service” (SaaS) service and not for sale. Title and rights in the software belong exclusively to Stratesys.....	11
7.2.	The user is not authorized to use, under any form or pretext, the brands, their variations, domains, and signs that belong to Stratesys or that are exposed in the software, under penalty of violating the applicable legislation.....	11
7.3.	All software content, including programs, databases, files, texts, drawings, photos, layouts, headers, and other elements, was created, developed, or transferred to Stratesys, being, therefore, the exclusive property of Stratesys or to it is licensed and is protected by Brazilian laws and international treaties that deal with property rights intellectual.	11
7.4.	Exploitation, assignment, imitation, copy, plagiarism, reverse engineering, storage, alteration, modification of characteristics, expansion, sublicensing, sale, lease, donation, alienation, transfer, reproduction, in whole or in part, are prohibited. any content on the site or software.	12
7.5.	The customer who violates the prohibitions contained in the legislation on intellectual property and in these Stratesys Terms and Conditions of Use will be held responsible, civilly, and criminally, for the committed infractions, in addition to being excluded from the software database.	12
8.	OBLIGATIONS OF THE PARTIES.....	12
8.1.	The obligations of Stratesys are:	12
8.1.1.	perform the services according to the conditions contracted by the user, being responsible for the operation of the software, for the corrections that may be necessary and providing access to support services to clarify doubts regarding the use of the software.	12
8.1.2.	communicate any changes to the services to users.	12
8.1.3.	provide backup of your database according to clause 3.7 of this document;	12
8.1.4.	make changes to the software, resulting from a legal order, at no cost to the customer, in accordance with the software update policy.	12
8.1.5.	return to the user, after the end of the provision of services, all documents that have been delivered or obtained, in any way, as a result of the service, as well as, if applicable, delete, uninstall and/or destroy any and all information or data owned by the client or third parties assigned to him, being authorized to retain only the documents and materials necessary to prove the fulfillment of his obligations.	12
8.1.6.	treat the personal data collected and used for the commercial communication of Stratesys products, services, and promotions in accordance with the General Data Protection Regulation (Law 13.709/18) and in accordance with what is described in the Stratesys Privacy Policy document.....	12

8.2.	The client's obligations are:	13
8.2.1.	use the software according to the usage criteria defined by Stratesys, without changing its programming, breaking passwords, or carrying out procedures that may cause harm to other customers or the company.	13
8.2.2.	be responsible for the content of the information and documents that you introduce in the software since this information is only stored on Stratesys servers.	13
8.2.3.	make payments of the amounts due, within the contracted terms and forms.	13
8.2.4.	inform Stratesys of any changes in the specifications of the services to be carried out.	13
9.	RESTRICTIONS	13
9.1.	The customer may not:	13
9.1.1.	harm the rights of Stratesys, its partners, users or third parties or act in any way or manner that may contribute to such violation.	13
9.1.2.	perform acts that limit or prevent the use of the software or unlawfully access Stratesys software.	13
9.1.3.	introduce programs, viruses or perform actions to obtain information, services, or access to programming areas.	13
9.1.4.	exploit software flaws, interfere with security or any feature of the software.	13
9.1.5.	use automated data collection and selection applications to perform mass operations or even to collect and transfer data that may be extracted from the software for illicit purposes, Stratesys reserving the right to investigate any suspicious activity.	13
9.1.6.	use the software to broadcast messages unrelated to the software or its purposes, including messages with inappropriate content.	13
9.1.7.	enter data that is false, outdated, or incomplete.	13
9.2.	The customer who practices illegal and/or prohibited actions that disagree with this document, may have their services suspended, data deleted from the software, being civilly and criminally liable for any damage resulting from the violation.	13
10.	LIMITATION OF LIABILITY	13
10.1.	The contracting customer is responsible for using the software and for the information, passwords, content, and documents inserted in the software.	13
10.2.	Stratesys and its representatives will not be liable for:	13
10.2.1.	damages arising from failures in the customer's environment, such as: actions by third parties, network and internet connection problems, occurrence of viruses, hardware failures, power outages and unavailability in the operating environment (equipment).	13
10.2.2.	damages that the contracting customer may have because of misuse of the software in disagreement with the clauses of this instrument.	14
10.3.	It is clarified that this service does not establish any employment, corporate or associative relationship between the parties, each party remaining solely responsible for all its respective expenses	

and charges, whether of a labor, social security, fiscal, insurance, civil, criminal nature or of any other nature or kind.	14
11. SOFTWARE AVAILABILITY AND WARRANTIES	14
11.1. The software, made available on the Internet, does not include the following warranties:.....	14
11.1.1. suitability of the software for a specific purpose requested by the customer.	14
11.1.2. absence of defects, errors, or failures.	14
11.1.3. correction of problems, damages or losses caused by decisions made by the customer, as well as defects or errors resulting from negligence, imprudence, or malpractice of the customer.	14
11.1.4. problems arising from acts of God or force majeure pursuant to article 393 of the Code Civil.	14
11.2. Stratesys reserves the right to make changes to the software, such as layout, content, functionality, and any other element that does not significantly impact its usability.....	14
11.3. 11.3 Stratesys reserves the right to cancel the software, upon prior notice to the user of at least 90 (ninety) days.	14
11.4. 11.4 – In the event that it is impossible to continue its activities, Stratesys undertakes to deliver to the contracting user a backup of all data uploaded to the software, as per item 3.7.....	14
12. CONFIDENTIALITY AND INFORMATION CONFIDENTIALITY POLICY	14
12.1. All information obtained from our customers will be treated as confidential and confidential by Stratesys and its collaborators.	14
12.2. All and any information, patented or not, of a technical, operational, commercial, legal, know-how, inventions, processes, formulas, and designs, patentable or not, business plans, methods of accounting, techniques and accumulated experience, documents, records, contracts, papers, studies, opinions, and research, belonging to the client and that Stratesys and its collaborators have access to:	14
12.2.1. by any physical means (e.g., printed documents, manuscripts, electronic messages (email), photographs, etc.....	14
12.2.2. by any form recorded on electronic media (pen drive, CDs, diskettes, etc.).	14
12.3. Stratesys and its employees undertake to maintain absolute secrecy over any type of confidential and confidential information of our customers, not using such information to generate their own benefit or that of others, present or future.	14
12.4. The confidential and confidential information of our clients, entrusted to Stratesys employees, can only be communicated to third parties or others, with prior written consent of the client company and holder of the information.	15
12.5. Confidential and confidential information does not include those already available to the public and those that are no longer treated as confidential by the client company.	15
12.6. Stratesys and its collaborators:.....	15
12.6.1. will use our customers' confidential and sensitive information only for the purpose related to the contractual object.....	15

12.6.2.	will maintain control of our clients' confidential and sensitive information, disclosing them only to employees who need to know about them.	15
12.6.3.	they will protect their customers' confidential and confidential information, through database encryption and restricted access through specific login and password.	15
12.6.4.	immediately communicate to the client company the occurrence of any incident related to confidential and confidential information, not exempting themselves from their responsibilities.	15
12.7.	The maintenance of confidentiality and secrecy of information received from our customers will be valid for an indefinite period, remaining valid even after the end of the commercial relationship between Stratesys and its customer(s).	15
13.	PERSONAL DATA PROTECTION POLICY.....	15
13.1.	Stratesys has a specific policy to regulate the collection, storage, and use of personal data in compliance with the General Data Protection Regulation (GDPR): Stratesys Privacy Policy.....	15
14.	LANGUAGE.....	15
14.1.	All of Stratesys' legal documentation was prepared in Portuguese. Stratesys may, at its sole discretion, provide translations of such documentation if deemed necessary.	15
14.2.	The Portuguese language version of the documents mentioned in 15.1 is the only one consented by Stratesys. In case of contradiction or divergence between the Portuguese version and eventual translation into any other language, the Portuguese version will always prevail.	15
15.	TERM AND TERMINATION.....	15
15.1.	The contracting of services takes effect on the date of acceptance of the Commercial Proposal, in effect for an indefinite period.	15
15.2.	This instrument and the Stratesys Privacy Policy will remain in force indefinitely.	15
16.	AMENDMENTS TO THIS INSTRUMENT	15
16.1.	Stratesys may review, modify and/or update, at any time, any clause or provision contained in this instrument.	15
16.2.	The updated version of this instrument will be communicated by Stratesys via email and via the website www.stratesys-ts.com	15
17.	APPLICABLE LAW.....	16
17.1.	The software is controlled, operated, and administered by Stratesys in the city of São Paulo, State of São Paulo, Brazil, and can be accessed by any device connected to the Internet.	16
17.2.	In view of the different local, national, and international legislation that may exist, when accessing the software, the user agrees that the applicable legislation, for the purposes of this document, will be in force in the Federative Republic of Brazil.	16
18.	CONTACT.....	16
18.1.	Stratesys provides service channels to receive all communications that the user wishes to make:	16
18.1.1.	Phone: +55 (11) 4280-8482, Monday to Friday from 8:00 am to 12:00 pm and from 1:30 pm to 6:00 pm (Brasília time), except Saturdays, Sundays, and holidays.....	16

18.1.2. email: to info_sao@stratesys-ts.com.....	16
18.2. All requests must always be accompanied by the customer's contact information, so that we can complete the service.	16
19. GENERAL PROVISIONS.....	16
19.1. The taxes that are due as a direct or indirect result of this term, or its execution, will be the sole responsibility of the taxpayer, as defined in the tax rule, without the right to reimbursement. The customer, when a withholding source, will deduct and collect, within the terms of the law, the taxes to which he is obliged by the legislation in force.	16
19.2. Stratesys may not assign, transfer, or subrogate, in whole or in part, to third parties, any right or obligation under this term, except by mutual agreement between the PARTIES, in writing.	16
19.3. Any tolerance, by one of the parties, for non-compliance with any obligation related to this term, will be considered mere liberality, not constituting novation, invokeable precedent, waiver of rights, tacit alteration of its terms or acquired right of the other party.....	16
19.4. Stratesys undertakes not to employ and/or use child labor for the execution of this Agreement, throughout its term, as well as undertakes not to subcontract and/or maintain business relationships with any other companies that use, exploit and/or, by any other means or form, employ child labor in non-compliance with the provisions of Law No. matter.	16
19.5. STRATESYS undertakes not to offer, give or agree to give to any person, or request or accept or agree to accept from any person (whether on its own account or through another person), any gift or payment, consideration or benefit of any kind that constitutes an illegal practice or that may be considered bribery under current anti-corruption laws.....	16
19.6. STRATESYS will have complete freedom to communicate its client, through the anonymous reporting channel or any means and at any time, the details of any illegal practice that may be considered bribery by the anti-corruption laws in force.	17
20. FORUM.....	17
20.1. Stratesys and the user agree that the Central Forum of São Paulo, State of São Paulo, Brazil, will be the only competent one to resolve any issue or controversy arising or resulting from the use of the software, expressly waiving any other, however privileged it may be., or come to be.....	17

INTRODUCTION

Description.

This website, whose domain is <https://stratesys-ts.com/> ("SITE") and the u-intelligent buy software ("SOFTWARE") are owned, maintained, and operated by STRATESYS TECNOLOGIAS DA INFORMACAO EIRELI, Empresa Individual de Responsabilidade Limitada (de Natureza Empresária), registered in CNPJ nº. 14.947.431/0001-74, headquartered at RUA DESEMBARGADOR ELISEU GUILHERME, 69 – CONJ 41 FLOOR 4 – PARAISO - 04004-030

This document establishes the terms and conditions of use of the u-intelligent buy software as Software as a Service – SaaS, being signed between Stratesys and the contracting party, who fully agrees and adheres to these terms and conditions of use. In addition, this instrument aims to provide information on how to use the software and its tools, conditions, nomenclatures, rights, and obligations of the parties involved.

We warn that the entire text must be read carefully. In case of disagreement with the content of this document, it will not be possible to continue the commercial relationship, as well as the navigation or use of the services provided by Stratesys.

We also recommend that, in case of acceptance, the customer stores or prints a copy of this document, including all its terms and conditions of use.

1. UPDATE AND AVAILABILITY

This document was updated and made available on 10/20/2019, including clauses related to confidentiality and secrecy of information, and in compliance with Law 13.709/18 – General Data Protection Regulation (GDPR), according to item 14.1.

2. THE SERVICE

Only Stratesys employees will be able to see your personal information, and among these, only people with the proper authorizations. Eventually, if the insertion of your information happens in actions created in partnerships, the explicitly identified partners will also have access to the information. No personal data may be publicly disclosed.

All your data is confidential and any use of it will be in accordance with this Policy. Stratesys will use all reasonable market efforts to ensure the security of our systems and your data. Our servers are in different locations around the world to guarantee their stability and security, and they can only be accessed through previously authorized communication channels.

All your information will be, whenever possible, encrypted, in case it does not prevent its use by Stratesys. At any time, you may request a copy of your data stored in our systems. We will keep the data and information only for as long as they are necessary or relevant for the purposes described in this Policy, or for periods predetermined by law, or if they are necessary for the maintenance of Stratesys' legitimate interests.

Stratesys considers your privacy extremely important and will do everything in its power to protect it.

- 2.1. The assignment of use of the software is irrevocable, non-exclusive, and non-transferable via the Internet, in the form of Software as a Service (SaaS), including software hosting and database services.**
- 2.2. To contract the services, it will be necessary:**
 - 2.2.1. that the customer approves the Stratesys Business Proposal.**
 - 2.2.2. that the customer provides the data requested in the Commercial Proposal for the registration and release of the software to be carried out.**
- 2.3. The limitations on the service will be in accordance with the specifications of the contracted plan.**
- 2.4. The contracted service includes the current and current version of the software. Stratesys may make improvements and updates to the software upon prior notice to the customer.**
- 2.5. The maintenance of backups (backups) is included in the service. Backups are performed automatically and kept in different physical locations, ensuring the safeguarding of data uploaded**

by the user to the software. The user may request backup copies, upon request, considering the schedule and deadlines established by Stratesys.

- 2.6. During registration, the customer will determine his access password, and it is his sole responsibility to maintain the secrecy of this information.
- 2.7. In case of loss, disclosure, theft, or identification of unauthorized use of the password and/or access account, if verified by the customer, he must immediately inform Stratesys.
- 2.8. Stratesys will not be responsible for actions, payments and damages resulting from the irregular use of the access account by the customer or third parties, unless Stratesys proves a failure.

3. AMENDMENT TO THE CONTRACTED PLAN

- 3.1. In order to change the contracted service, it is necessary that, being in accordance with the new Commercial Proposal, the acceptance is effective.

4. REMUNERATION

- 4.1. To use the software, the customer must pay Stratesys the amounts established in the approved Commercial Proposal.
- 4.2. Prices and payment methods vary according to the contracted conditions and services, such as the selected modules and the number of users or use licenses, which will be informed through the commercial proposal at the time of contracting.
- 4.3. Stratesys also has services that can be contracted and paid separately, whose values and conditions will be defined in a specific contract term.
- 4.4. The amounts charged are non-refundable, even if the customer does not use the services.
- 4.5. Failure to pay any amounts on the respective due dates will not result in automatic termination of the contract. Stratesys reserves the right to block access to the software if the pending issue is not settled within 30 (thirty) days from the due date of the invoice.
- 4.6. If the customer does not resolve the pending financial issue within a period of 60 (sixty) days, counted from the due date of the invoice, Stratesys reserves the right to terminate the contract between the parties and permanently delete the user's data that may be stored in the software.
- 4.7. The modification and/or updating of the prices charged for the use of the software will occur in accordance with what is established in the Commercial Proposal.
- 4.8. If additional services are contracted to the current Commercial Proposal, Stratesys reserves the right to apply the values according to the updated price list.

5. SERVICE LEVEL AGREEMENT (SLA)

- 5.1. Stratesys guarantees the availability of the software at least 99% (ninety-nine percent), considering the time in each calendar month.
- 5.2. The Service Level commitment of 99% (ninety-nine percent) does not apply, if the circumstances of unavailability result from:

- 5.2.1. planned interruptions, which will be informed by Stratesys through an email message or notice in the software and which will be scheduled, as far as possible, at night times, between 10:00 pm and 6:00 am (Brasília time);
- 5.2.2. acts of God or force majeure, pursuant to article 393 of the Civil Code.
- 5.2.3. any acts or omissions by the customer or third parties.

6. PROMOTIONS AND TRIAL PERIODS

- 6.1. Stratesys may offer trial periods, discounts, free access, or promotional packages at any time, for purely commercial reasons and at its sole discretion.
- 6.2. Promotions and tests will not be cumulative and may be limited to certain services, time periods and the acceptance of special conditions.
- 6.3. Stratesys may interrupt, cancel, or modify promotions and tests at any time, respecting the conditions and deadlines established in the corresponding Commercial Proposal.

7. INTELLECTUAL PROPERTY

- 7.1. The use of the software is licensed as a “Software as a Service” (SaaS) service and not for sale. Title and rights in the software belong exclusively to Stratesys.
- 7.2. The user is not authorized to use, under any form or pretext, the brands, their variations, domains, and signs that belong to Stratesys or that are exposed in the software, under penalty of violating the applicable legislation.
- 7.3. All software content, including programs, databases, files, texts, drawings, photos, layouts, headers, and other elements, was created, developed, or transferred to Stratesys, being, therefore,

the exclusive property of Stratesys or to it is licensed and is protected by Brazilian laws and international treaties that deal with property rights intellectual.

- 7.4. Exploitation, assignment, imitation, copy, plagiarism, reverse engineering, storage, alteration, modification of characteristics, expansion, sublicensing, sale, lease, donation, alienation, transfer, reproduction, in whole or in part, are prohibited. any content on the site or software.
- 7.5. The customer who violates the prohibitions contained in the legislation on intellectual property and in these Stratesys Terms and Conditions of Use will be held responsible, civilly, and criminally, for the committed infractions, in addition to being excluded from the software database.

8. OBLIGATIONS OF THE PARTIES

8.1. The obligations of Stratesys are:

- 8.1.1. perform the services according to the conditions contracted by the user, being responsible for the operation of the software, for the corrections that may be necessary and providing access to support services to clarify doubts regarding the use of the software.
- 8.1.2. communicate any changes to the services to users.
- 8.1.3. provide backup of your database according to clause 3.7 of this document;
- 8.1.4. make changes to the software, resulting from a legal order, at no cost to the customer, in accordance with the software update policy.
- 8.1.5. return to the user, after the end of the provision of services, all documents that have been delivered or obtained, in any way, as a result of the service, as well as, if applicable, delete, uninstall and/or destroy any and all information or data owned by the client or third parties assigned to him, being authorized to retain only the documents and materials necessary to prove the fulfillment of his obligations.
- 8.1.6. treat the personal data collected and used for the commercial communication of Stratesys products, services, and promotions in accordance with the General Data Protection

Regulation (Law 13.709/18) and in accordance with what is described in the Stratesys Privacy Policy document.

8.2. The client's obligations are:

- 8.2.1. use the software according to the usage criteria defined by Stratesys, without changing its programming, breaking passwords, or carrying out procedures that may cause harm to other customers or the company.
- 8.2.2. be responsible for the content of the information and documents that you introduce in the software since this information is only stored on Stratesys servers.
- 8.2.3. make payments of the amounts due, within the contracted terms and forms.
- 8.2.4. inform Stratesys of any changes in the specifications of the services to be carried out.

9. RESTRICTIONS

9.1. The customer may not:

- 9.1.1. harm the rights of Stratesys, its partners, users or third parties or act in any way or manner that may contribute to such violation.
- 9.1.2. perform acts that limit or prevent the use of the software or unlawfully access Stratesys software.
- 9.1.3. introduce programs, viruses or perform actions to obtain information, services, or access to programming areas.
- 9.1.4. exploit software flaws, interfere with security or any feature of the software.
- 9.1.5. use automated data collection and selection applications to perform mass operations or even to collect and transfer data that may be extracted from the software for illicit purposes, Stratesys reserving the right to investigate any suspicious activity.
- 9.1.6. use the software to broadcast messages unrelated to the software or its purposes, including messages with inappropriate content.
- 9.1.7. enter data that is false, outdated, or incomplete.

9.2. The customer who practices illegal and/or prohibited actions that disagree with this document, may have their services suspended, data deleted from the software, being civilly and criminally liable for any damage resulting from the violation.

10. LIMITATION OF LIABILITY

10.1. The contracting customer is responsible for using the software and for the information, passwords, content, and documents inserted in the software.

10.2. Stratesys and its representatives will not be liable for:

- 10.2.1. damages arising from failures in the customer's environment, such as: actions by third parties, network and internet connection problems, occurrence of viruses, hardware failures, power outages and unavailability in the operating environment (equipment).

10.2.2. damages that the contracting customer may have because of misuse of the software in disagreement with the clauses of this instrument.

10.3. It is clarified that this service does not establish any employment, corporate or associative relationship between the parties, each party remaining solely responsible for all its respective expenses and charges, whether of a labor, social security, fiscal, insurance, civil, criminal nature or of any other nature or kind.

11. SOFTWARE AVAILABILITY AND WARRANTIES

11.1. The software, made available on the Internet, does not include the following warranties:

11.1.1. suitability of the software for a specific purpose requested by the customer.

11.1.2. absence of defects, errors, or failures.

11.1.3. correction of problems, damages or losses caused by decisions made by the customer, as well as defects or errors resulting from negligence, imprudence, or malpractice of the customer.

11.1.4. problems arising from acts of God or force majeure pursuant to article 393 of the Code Civil.

11.2. Stratesys reserves the right to make changes to the software, such as layout, content, functionality, and any other element that does not significantly impact its usability.

11.3. 11.3 Stratesys reserves the right to cancel the software, upon prior notice to the user of at least 90 (ninety) days.

11.4. 11.4 – In the event that it is impossible to continue its activities, Stratesys undertakes to deliver to the contracting user a backup of all data uploaded to the software, as per item 3.7.

12. CONFIDENTIALITY AND INFORMATION CONFIDENTIALITY POLICY

12.1. All information obtained from our customers will be treated as confidential and confidential by Stratesys and its collaborators.

12.2. All and any information, patented or not, of a technical, operational, commercial, legal, know-how, inventions, processes, formulas, and designs, patentable or not, business plans, methods of accounting, techniques and accumulated experience, documents, records, contracts, papers, studies, opinions, and research, belonging to the client and that Stratesys and its collaborators have access to:

12.2.1. by any physical means (e.g., printed documents, manuscripts, electronic messages (email), photographs, etc.

12.2.2. by any form recorded on electronic media (pen drive, CDs, diskettes, etc.).

12.3. Stratesys and its employees undertake to maintain absolute secrecy over any type of confidential and confidential information of our customers, not using such information to generate their own benefit or that of others, present or future.

12.4. The confidential and confidential information of our clients, entrusted to Stratesys employees, can only be communicated to third parties or others, with prior written consent of the client company and holder of the information.

12.5. Confidential and confidential information does not include those already available to the public and those that are no longer treated as confidential by the client company.

12.6. Stratesys and its collaborators:

12.6.1. will use our customers' confidential and sensitive information only for the purpose related to the contractual object.

12.6.2. will maintain control of our clients' confidential and sensitive information, disclosing them only to employees who need to know about them.

12.6.3. they will protect their customers' confidential and confidential information, through database encryption and restricted access through specific login and password.

12.6.4. immediately communicate to the client company the occurrence of any incident related to confidential and confidential information, not exempting themselves from their responsibilities.

12.7. The maintenance of confidentiality and secrecy of information received from our customers will be valid for an indefinite period, remaining valid even after the end of the commercial relationship between Stratesys and its customer(s).

13. PERSONAL DATA PROTECTION POLICY

13.1. Stratesys has a specific policy to regulate the collection, storage, and use of personal data in compliance with the General Data Protection Regulation (GDPR): Stratesys Privacy Policy.

14. LANGUAGE

14.1. All of Stratesys' legal documentation was prepared in Portuguese. Stratesys may, at its sole discretion, provide translations of such documentation if deemed necessary.

14.2. The Portuguese language version of the documents mentioned in 15.1 is the only one consented by Stratesys. In case of contradiction or divergence between the Portuguese version and eventual translation into any other language, the Portuguese version will always prevail.

15. TERM AND TERMINATION

15.1. The contracting of services takes effect on the date of acceptance of the Commercial Proposal, in effect for an indefinite period.

15.2. This instrument and the Stratesys Privacy Policy will remain in force indefinitely.

16. AMENDMENTS TO THIS INSTRUMENT

16.1. Stratesys may review, modify and/or update, at any time, any clause or provision contained in this instrument.

16.2. The updated version of this instrument will be communicated by Stratesys via email and via the website www.stratesys-ts.com.

17. APPLICABLE LAW

17.1. The software is controlled, operated, and administered by Stratesys in the city of São Paulo, State of São Paulo, Brazil, and can be accessed by any device connected to the Internet.

17.2. In view of the different local, national, and international legislation that may exist, when accessing the software, the user agrees that the applicable legislation, for the purposes of this document, will be in force in the Federative Republic of Brazil.

18. CONTACT

18.1. Stratesys provides service channels to receive all communications that the user wishes to make:

18.1.1. Phone: +55 (11) 4280-8482, Monday to Friday from 8:00 am to 12:00 pm and from 1:30 pm to 6:00 pm (Brasília time), except Saturdays, Sundays, and holidays.

18.1.2. email: to info_sao@stratesys-ts.com.

18.2. All requests must always be accompanied by the customer's contact information, so that we can complete the service.

19. GENERAL PROVISIONS

19.1. The taxes that are due as a direct or indirect result of this term, or its execution, will be the sole responsibility of the taxpayer, as defined in the tax rule, without the right to reimbursement. The customer, when a withholding source, will deduct and collect, within the terms of the law, the taxes to which he is obliged by the legislation in force.

19.2. Stratesys may not assign, transfer, or subrogate, in whole or in part, to third parties, any right or obligation under this term, except by mutual agreement between the PARTIES, in writing.

19.3. Any tolerance, by one of the parties, for non-compliance with any obligation related to this term, will be considered mere liberality, not constituting novation, invokable precedent, waiver of rights, tacit alteration of its terms or acquired right of the other party.

19.4. Stratesys undertakes not to employ and/or use child labor for the execution of this Agreement, throughout its term, as well as undertakes not to subcontract and/or maintain business relationships with any other companies that use, exploit and/or, by any other means or form, employ child labor in non-compliance with the provisions of Law No. matter.

19.5. STRATESYS undertakes not to offer, give or agree to give to any person, or request or accept or agree to accept from any person (whether on its own account or through another person), any gift

or payment, consideration or benefit of any kind that constitutes an illegal practice or that may be considered bribery under current anti-corruption laws.

19.6. STRATESYS will have complete freedom to communicate its client, through the anonymous reporting channel or any means and at any time, the details of any illegal practice that may be considered bribery by the anti-corruption laws in force.

20. FORUM

20.1. Stratesys and the user agree that the Central Forum of São Paulo, State of São Paulo, Brazil, will be the only competent one to resolve any issue or controversy arising or resulting from the use of the software, expressly waiving any other, however privileged it may be., or come to be.