

BITSOPHIA SOFTWARE LICENSE AGREEMENT

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The following Agreement constitutes a contract between BitSophia Tecnologia Ltda – ME ("BitSophia") and you (either as a person or a legal entity). The terms of this Agreement apply to the Software named above, as well as the updates, components, Internet services and support services related to the Software, unless other terms accompany those items.

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- a. **Computer:** Set of hardware and operating system, including virtual (or otherwise emulated) hardware systems, capable of running the Software.
- b. **Device:** Set of hardware and possibly software, comprised of one or more integrated circuits or MCUs, accompanied by other components or not, capable of accessing the services of the Software.
- c. **Installation Package:** One or more computer files that perform installation and removal of the Software and its components.
- d. **Software:** Computer program developed by BitSophia and named at the top of this Agreement, including its updates, documentation, libraries and other programs that compose the Installation Package.
- e. **Valid Product Key:** Sequence of characters generated exclusively by BitSophia and purchased through the website <http://www.bitsophia.com/>.

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The Software is licensed on a per-computer basis. This means that each Computer requires a Valid Product Key so that the Software communication interfaces can be used by Devices.

4. MANDATORY ACTIVATION

The activation process associates one Valid Product Key to a specific Computer. For Devices to use the Software communication interfaces, you must activate one Valid Product Key on the Computer. During activation, the Software will send information about the Software and the Computer to BitSophia servers on the Internet. This information includes the version of the Software, the Product Key, the Internet Protocol (IP) address of the Computer, and information derived from the Computer's hardware configuration. By using the software, you consent to the transmission of this information. You are not permitted to bypass or circumvent activation. Some changes to your Computer components or the Software may require you to reactivate the Software. ONCE A VALID PRODUCT KEY IS ACTIVATED, IT IS NOT POSSIBLE TO TRANSFER OR REACTIVATE IT ON ANOTHER COMPUTER.

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8. DISCLAIMER OF WARRANTY

The Software, when properly installed and under normal use, will substantially conform to the features and functionalities as set forth in the documentation accompanying the Software. However, the Software may contain non-identified defects. Therefore, the software is provided "AS IS". TO THE EXTENT PERMITTED UNDER THE BRAZILIAN LAWS, BITSOPHIA DOES NOT PROVIDE ANY EXPRESS OR IMPLICIT WARRANTY THAT: (A) THE SOFTWARE WILL BE ERROR-FREE, (B) YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, (C) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR (D) THE SOFTWARE WILL OPERATE WITH THE HARDWARE OR SOFTWARE

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11. TERMINATION

Your license to use the Software continues until this Agreement is terminated. This Agreement will terminate automatically if you fail to comply with any term hereof. No notice shall be required from BitSophia to effect such termination. You may also terminate this Agreement at any time by notifying BitSophia in writing of termination. On termination, you must destroy all copies of the Software.

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BitSophia may terminate this Agreement in its entirety effective immediately upon written notice to you if BitSophia: (a) terminate or suspend its business; (b) become insolvent; (c) admit in writing its inability to pay its debts as they mature; (d) make an assignment for the benefit of creditors; (e) become subject to control of a trustee, receiver or similar authority; or (f) become subject to any bankruptcy or insolvency proceeding. On such situation, you must destroy all copies of the Software.

12. ENTIRE AGREEMENT

This Agreement, and the terms for Software updates, Internet-based services and support services that you use, are the entire agreement for the Software and support services. This Agreement supersedes all prior oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein.

13. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and interpreted in accordance with the laws of the state of São Paulo, Brazil. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the state of São Paulo, Brazil. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.