

Annex A

(Services)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

1. This Attachment describes the duties and responsibilities of IBM regarding the provision of Services by IBM. The Parties predict that IBM will assume the overall responsibility for the services set forth in this Agreement in the Start Date, and specifically by the individual Services from the corresponding individual Service Start Date.
2. Pursuant to Clause 8.2 of the Contract, FAST SHOP will cooperate and (and commit to mobilizing the third parties for whom it is responsible to cooperate) with IBM, in what tange the conditions necessary to regulate the provision of the Services. For so much, IBM should expressly request the type of cooperation it needs. IBM will not be able to extrict itself from its obligations if it cede requests for the cooperation of the FAST SHOP. Without prejudice to the provisions of this item, IBM will be responsible for the management of the Third Party Services, pursuant to this Agreement as set out in Annex I.

## 2.0 Scope of IBM Services

1. IBM will provide the Services on its own, through Third parties by it subcontractors (Clause 3.5 of the Contract), or through Third parties contracted by the FAST SHOP, in the latter case pursuant to Annex I.
2. IBM should provide the following classes of Services:
  1. IT Applications Software.
  2. IT Infrastructure.
  3. IT Daily Operation.
  4. Capacity Planning of the platforms.
5. IBM undertakes to provide the above Services in order to comprehensively meet the operational demands of FAST SHOP, noted the provisions of the Appendices of this Attachment and too much Attachments of this Agreement.
6. The Services contracted by FAST SHOP contemplates, still, the following steps:
  1. Organic growth, thus understood the growth of the IT operation of FAST SHOP arising from the increase of its operations, considering the scope and Services regarding the architecture and platform bounded / defined in the Attachments of this Agreement.
  2. Improvements, as provided for in the Appendices to this Annex and too much

Attachments of this Agreement;

3. Maintenance; and
4. Removal and Discarte as Appendix A-14.
5. Without prejudice to other provisions of this Agreement, during the Term, IBM will be obliged to, at its expense, enhance the quality, efficiency and effectiveness of the Services to meet the Levels of Services described in Annex B, or as agreed upon between the Parties in the course of the execution of the Contract, with a view to maintaining competitiveness in the markets in which FAST SHOP acts. In this sense, IBM (i) will keep the tools, infrastructure, and other resources used by IBM updated to provide the Services; (ii) will apply innovative methodologies and techniques in the execution and delivery of the Services; and (iii) will train and provide for IBM's Personnel to be trained in the new techniques and technologies used in the information technology services sector; (iv) will keep the FAST SHOP informed about novelties launched by the industry.
6. IBM forces itself to maintain the operation of the FAST SHOP, as it covered by the Services, in compliance with the PCI (Payment Card Industry) rules.
7. The FAST SHOP will be able to, at your expense, perform PCI audits with IBM support.
8. In the Services hypothesis understood in the scope of this Contract guarding against each other with respect to purpose, runtime, IT function etc., IBM will be able to coordinate them within a Project framework, observing for both the willing in the Attachment X. In any case, the Service Levels of Annex B should always be impreteribly met.

### **3.0 Software Applications Software**

1. IBM will provide and maintain the IT application Software necessary to the fulfilment of the operational demands of FAST SHOP, including to the extent that such demands grow organically, noted the provisions of Annex J (Software).
2. IBM is obliged to make available Software so as to meet all operational needs of the FAST SHOP, noted the categories referred to in Annex J. It is understood by "operational needs of FAST SHOP" the demands informed by FAST SHOP and justified objectively, the fulfillment of which requires the provision of Software.
3. The fulfillment of IBM's obligations concerning Software will give itself under one of the following modalities:

1. IBM will acquire licenses from the required Software, in the required quantity, in favor of FAST SHOP, i.e. IBM will charge directly with the costs associated with the licenses that will be issued in the name of FAST SHOP.
2. Upon employment, by IBM, of Software of your property or to it licensed, for the provision of the Services, including in the cases of SaaS (Software as a Service) (in which case FAST SHOP will not be user of the Software, but beneficiary of the result of your use).
3. Upon development of Software by IBM for FAST SHOP, in which case FAST SHOP will be the owner or perpetual license holder of the said Software.
4. IBM will control the inventory, observed the relevant specific provisions, contained in the Appendices of this Annex, of all the Software used by FAST SHOP and by itself in the interest of the FAST SHOP.
5. IBM will manage all the Software used by FAST SHOP and by itself in the interest of FAST SHOP, listed in Annex J, as well as those who will be able to replace them as agreed between the Parties, providing updates, maintenance facilities, emissions of Users, support, without prejudice to other arrangements intrinsic to the management as provided for in this Agreement.
6. Principles of the solution: the following premises will be used by IBM for the updating of the Software of applications during the Deadline:
  1. Installation of patches and corrections as made available by suppliers.
  2. Installation of new releases (ex., V11.1 for V11.2).
  3. IBM is not required to keep up with the Software upgrades in its latest versions, save if the installed Software version prevents the quality of the FAST SHOP's work. In this case IBM is expected to propose an alternative, which is not necessarily an upgrade.
  4. Existing software: the FAST SHOP will hold the property and / or the right of use of the existing IT Software licenses in the Watch Date as well as Software acquired as Clause 6.0 below. IBM is expected to carry out the maintenance of these Software as part of its Services. The list of the types of existing Software in the Watch Date is shown in Annex J (Software).
  5. Future software: IBM will provide future IT Software licenses required to provide the Services during the Term as per scope of this Agreement.
  6. List of Softwares: from 2017, IBM is expected to deliver to FAST SHOP the updated electronic list of Software it is using to provide the Services (whether owned by / licensed to the FAST SHOP or IBM), whenever requested by FAST SHOP, or at

least 1 (one) time per year (in the month of September). Such a list will be generated from IBM's databases and systems, and is to be delivered to the FAST SHOP at up to 7 (seven) business days of the solicitation, and will contemplate, at the very least, the following details:

1. Individually as for each license installed, the name of the manufacturer.
2. Individually as to each installed license, name, version and patch of the Software.
3. Individually as to each installed license, date of acquisition, and the validity of the license.
4. Individually as to each installed license, location and Equipment in which it is installed.
5. Individually as to each installed license, discrimination as to: (1) whether to deal with a license acquired directly by FAST SHOP (including those prior to the Watch Date), or (2) if it is a license acquired by IBM in favor of the FAST SHOP in fulfillment of IBM's obligations provided for in this Agreement.
6. Indicative price of each installed license and its respective maintenance only for the IBM Software licenses;
7. Individual cost of each installed license, and respective maintenance, regarding the Software of Third parties contracted by IBM specifically for FAST SHOP fulfillment and which have not been contracted within the framework of trade agreements held between the IBM and these Third parties.
8. Individually as for each installed license, the indication of the licensing model (RVU, PVU, User, Core, etc).
9. By group of licences relating to a same Software, indication of the initial balance of the period referred to in the list (understood between the date of issuance of the previous list, and the date of the current list request), acquisitions and casualties occurred in the elapse of the period, and final balance of the period.
10. Without prejudice to the provisions of the item "g" above, IBM shall annually raise the inventory of the Software used for the provision of the Services, upon physical verification of all Software in operation in the scope of this Agreement (whether owned da/licensees for the FAST SHOP or IBM). Such an inventory is to be delivered to the FAST SHOP by the September 30 of each year, and will have per object the 12 (twelve) months immediately preceding. In the case of specific Software audits, IBM should provide the required information as agreed upon between the parties.

## 4.0 IT Infrastructure

1. As part of the provision of the Services, IBM will make available and maintain IT Equipment within IBM Hortolândia and in the premises of FAST SHOP including Technical Rooms, distribution centers, physical stores, Matrix (servers, devices of storage and connectivity (Switches, PABX, firewall) and ribbon management systems), necessary for the fulfilment of the operational demands of FAST SHOP, to the extent that such demands grow organically.
2. The classes of Equipment to be made available and kept in good operation by IBM include found discriminated in this Attachment and respective Appendices.
3. IBM is obliged to make operation support IT Equipment available so as to meet all operational needs of the FAST SHOP (and to the extent necessary for so much so that, for example, if a particular need is being met by an Equipment made available to FAST SHOP, an eventual replacement solicitation should be justified by the inability of this Equipment to function properly), observed the categories referred to in this Annex A and its Appendices. It is understood by "operational needs of FAST SHOP" the demands informed by FAST SHOP and justified objectively, the fulfillment of which requires the provision of IT Equipment.
4. To fulfill its obligations here alluded to, IBM is expected to make available, to FAST SHOP New or used equipment.
5. The fulfillment of IBM's obligations related to the provision of Equipment will only give itself if the Equipment made available are in proper conditions of use and operation, and operate with its functionalities (ex. Speed, capacity, memory etc.) at pataseas of normality. Damaged equipment or not working normally should be replaced or repaired, met the deadlines stated in Annex B.
6. Without prejudice to the above, and other hypotheses of inappropriate conditions of use, it is understood that (i) Equipment of Users who use more than 75% (seventy and five percent) of computational capacity (Example: processing and / or memory) in the execution of routine activities of such Users; or (ii) that present more than one defect (equal or different) in a period of 6 (six) months do not have adequate conditions of use, should be replaced within the maximum period of 30 days, counted from reoffending (2<sup>a</sup> occurrence). The occurrence of the recurrence of the Equipment defect will be ascertained and recorded in the ticket management system.
7. The provision of new Equipments by IBM will occur as per the premises below:
  1. IBM has decided, at its discretion, to make new Equipment available.
  2. New equipment intended for FAST SHOP Users rated "VIP", every 3 years, second list constant from Appendix A-9.

Exceptionally and in common agreement between the Parties to FAST SHOP will be able to purchase the equipment intended for VIP Users in the times of their own, and IBM is expected to shoulder the respective cost by repaying FAST SHOP within 30 days of the receipt of the request of refund. The Value reimbursed by IBM to FAST SHOP will not use the Annual Budget for Acquisition of Equipment and Software described in Clausula 6.0 of Annex A of this Agreement.

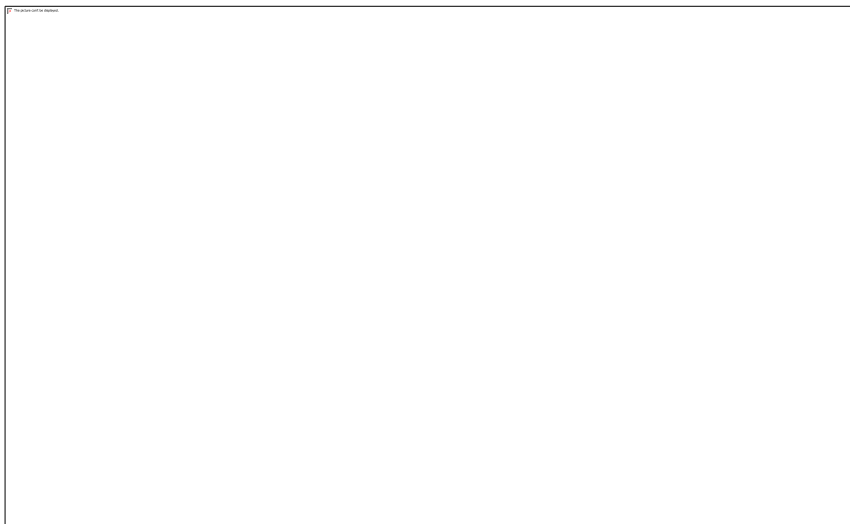
3. When IBM does not own Equipment used to make available to FAST SHOP, IBM will necessarily be expected to make Equipment available new equipments;
4. IBM will make proactive surveys in stores once a year (and at intervals not exceeding 12-twelve-months) to identify possible issues in the Equipments and Software. Up to 15 (fifteen) days after the realization of this survey, IBM is expected to issue a report with diagnosis and action plan, and make it available to FAST SHOP.
5. Update of assets:
  1. IBM will update the Equipment during the Deadline in compliance with this Attachment and respective Appendices when necessary for the fulfillment of the Service Levels.
  2. The Parties will analyze the schedule of updating the Equipments as part of the development and analysis of the Annual IT Services Plan.
  3. Specifically in the case of the Equipments made available to Users classified as "VIP", as Appendix A-9, IBM is expected to carry out the update of such Equipment, imperitibly at intervals of 3 (three) years.
  4. In any case, IBM will keep the FAST SHOP constantly informed about its plans for update / replacement of Equipment.
  5. The FAST SHOP will keep the ownership and / or title of your Equipment Held on the Watch Date as well as from other Equipment purchased directly by FAST SHOP as per Clause 6.0. IBM is expected to carry out the maintenance of these Equipment as part of its Services.
  6. IT infrastructure equipment: IBM will provide the IT Infrastructure Equipment, atone for the service Levels and organic growth of the FAST SHOP operation, within the architecture and platform bounded / defined in the Attachments of this Agreement, and will responsible for the maintenance of these Equipment, as part of the Services.



7. List of Equipment: from 2017, IBM is expected to deliver to FAST SHOP the updated electronic list of Equipments that it is using to provide the Services (whether owned and / or leased to the FAST SHOP or IBM), whenever requested by FAST SHOP, or by the minus 1 (one) time per year (in the month of September). Such a list will be generated from IBM's databases and systems, and is to be delivered to the FAST SHOP at up to 7 (seven) business days of the solicitation, and will contemplate, at the very least, the following details:
1. Individually as for each Equipment, the name of the manufacturer.
  2. Individually as for each Equipment, description and model.
  3. Individually as to each Equipment, location where it is installed.
  4. Individually as for each Equipment, the respective configuration.
  5. Individually as for each Equipment, the respective serial number.
  6. Individually as to each Equipment, (a) if User Equipment, the respective User and department; (b) if Lodge / CD Equipment, the respective Loja/CD where it is allocated.
  7. Individually as to each Equipment, discrimination as to (1) deal with an Equipment purchased directly by the FAST SHOP (including those prior to the Watch Date), or (2) if it is an Equipment purchased / provided by IBM at FAST SHOP in fulfillment of the obligations of IBM provided for in this Agreement.
  8. Indicative price of each Equipment and its respective maintenance only for IBM Equipment.
  9. Individual cost of each Equipment of Third Parties and their maintenance, which has not been acquired by IBM within the framework of trade agreements held between IBM and these Third parties.
  10. Date of acquisition of each Equipment.
  11. By group of Equipments of the same description and model, indication of the initial balance of the period referred to in the list (between the date of issue of the previous list, and the date of the current list request), acquisitions and casualties occurring in the course of the period, and final balance of the period.
  12. Without prejudice to the provisions of the item "I" above, IBM shall annually raise the inventory of Equipment used for the provision of the Services (whether owned by FAST SHOP, IBM or Third parties), upon physical verification of all Equipment in operation in the scope of this Agreement. Excepted the inventory of the Data Processing Centres, the inventory is to be delivered to the FAST SHOP by the

September 30 of each year, and will have per object the 12 (twelve) months immediately preceding. In the specific case of the inventory of the Data Processing Centres, this should be raised and made available to FAST SHOP at least once a year, and will have per object all the period between the previous inventory and the reference date of the current inventory. In the case of specific Equipment audits, IBM should provide the required information as agreed upon between the parties.

13. High Availability and DRP: IBM will keep the current environment in High Availability to support all the productive applications. The High Availability solution consists of a support infrastructure for the composite applications of redundant Equipment and Software and made available in two physically independent buildings on the IBM premises, so as to enable a quick retrieval of the services in case of failure of any of the components, thus increasing the availability of the application as illustrative diagram below:



## 5.0 Monitorfully Automatic

1. As part of the provision of the Services, and with views to provide reduction of faults, greater agility in its diagnosis, and maximization of Service Levels, IBM will carry out systemic, continuous and automatic monitoring of the items relevant to the operation of IT from FAST SHOP, inclusive of systemic, continuous and automatic monitoring of the items elenced in Appendix A-11. Once you have found any incident upon automatic monitoring, a ticket should be automatically opened, and forwarded to the IBM team responsible for the matter for the fastest possible solution, respect the deadlines set out in the Annex B.

2. For the purposes of this Annex, please clarify that the opening of tickets will be able to give up via telephone or web listening. Relatively to items subject to automatic monitoring, the ticket opening will be automatic.

## 6.0 Annual Budget for Acquisition of Equipment and Software

1. Annually, IBM is expected to make available to FAST SHOP a cap for reimbursement of expenses regarding the purchase of equipment and software (including equipment, software etc. (except projects) provided in the service model-XaaS), noted the following provisions.
2. The annual repayment limits referred to above, applicable from 2017 to the year 2025, will be defined according to the formulas described in the table below, where "RB" is equal to the value of total gross revenue effectively billed by IBM in the year previous based on this Agreement (i.e., comprising exclusively the Annual Service Charge and the Monthly Service Charges due this year) (so that there are no doubt left, any values due by FAST SHOP to IBM that are not calculated on the basis of Clauses 3.1 and 3.2 of Annex C, they will not be computed for the purposes of determining the reimbursement limits here provided for).

Year	Limit of Costs Equipment and Software New
2017	2.9% X RB of 2016
2018	2.6% X RB of 2017
2019	2.3% X RB of 2018
2020	2.2% X RB of 2019
2021	1.9% X RB of 2020
2022	1.7% X RB of 2021
2023	1.6% X RB of 2022
2024	1.6% X RB of 2023
2025	1.5% X RB of 2024

3. The Parties clarify that the limits for reimbursement here envisaged do not imply the reduction of the scope of the Contract, on the contrary, they are intended to partially extend such scope by providing FAST SHOP the possibility of receiving the

equipment and software referred to in Clause 6.0 (a) under the financial responsibility of IBM.

4. In the month of January each year, FAST SHOP will draw up, with the assistance of IBM, a schedule for the acquisition, during the year in question, of the equipment and software referred to in Clause 6.0 (a), whose expenditures will be reimbursed by IBM, pursuant to this Clause. In the definition of this schedule, the final word will be that of the FAST SHOP; however, the later revision of the initial schedule will depend on the approval of IBM. The Parties will seek, *adema*, through this planning, to adopt technical specifications for the equipment and software attaining to the goal of maintaining the standardization of the Equipment Park, as well as facilitating the installation, maintenance and support of these.
5. The execution of the schedule referred to in the previous item will give itself as follows:
  1. The FAST SHOP will acquire the equipment and software that you intend, observed the categories indicated in the item "a" above, the total applicable limit as per item "b" above, and the scheduled cash flow as item "d" above. The FAST SHOP will be able to purchase the said equipment or software together with the supplier of your choice.
  2. The FAST SHOP will forward, monthly, debit note to IBM, accompanied by the tax / *bilas*/receipts notes regarding the equipment and software purchased in the month.
  3. IBM will reimburse FAST SHOP the expenses for it incurred. The redemption mechanism will be adopted only so that, from a financial point of view, IBM plates with the expenses of its entitlement in cases where FAST SHOP makes payments to third parties, which will be reputed by IBM's account and order.
  4. Alternatively, at the discretion of FAST SHOP, this may request that IBM directly acquire the equipment and software object of this Clause, observed the categories and limits described in the items "a" and "b" above. In this case, equipment / software will be properly depreciated / amortized, in accordance with the effective and auditable general rules, and following principles of accounting adopted broadly in Brazil (Brazil GAAP). In the case of termination or expiration of the Contract, FAST SHOP will be able to pay IBM, without prejudice to any possible Rescisory Charges due, the remaining depreciation of the assets acquired pursuant to this Clause (case exists), to which it acquiesn the property on these.
  5. IBM will be responsible for the support and management of the Equipment and Software, acquired on the basis of the provisions of this Clause, provided that this is provided for in the scope of the Services defined in this Agreement.

## **7.0 Additional application Non-Specified Services**

1. Without prejudice to any provision of this Annex A, IBM shall provide additional Services to those specified in this Annex A, relating to IT improvements and evolutions, IT Projects not included in the scope, as defined by FAST SHOP, by means of professionals with appropriate profile, up to the corresponding monthly time limit 6 (six) times the number of working hours (consider themselves useful hours 8-eight-hours of each business day-Monday to Friday, excluded the holiday days) of each month. For further clarity about this monthly limit, the following examples are considered:

Month: Março/17

Working Days: 23

Working Hours per Single Day: 8

Working Hours in the Month: 184 ( $= 23 * 8$ )

Month Time Limit (Additional Services Not Specified): 1104 ( $= 184 * 6$ )

Month: Abril/17

Working Days: 18

Working Hours per Single Day: 8

Working Hours in the Month: 144 ( $= 18 * 8$ )

Month Time Limit (Additional Services Not Specified): 864 ( $= 144 * 6$ )

2. The working hours referred to in the previous item are expected to be controlled by IBM with validation from the FAST SHOP.
3. In the case of Projects performed as per this Clause, Annex X can be used.
4. The FAST SHOP will be able to fire additional hours of work from IBM professionals in accordance with the conditions set out in Appendices A-12 and A-13.

## 8.0 IT Operation

1. The present Clause establishes the IT Operations Services that IBM will perform. A general description of the areas of Services is contained in the Clauses below. The responsibilities of IBM by the Services contemplated under this heading (IT Operation), together with a detailed description of each of the Services, are established in the Appendices and Annexes of this Contract.
2. The Parties shall draw up a joint plan for the governance of the environments (provided in the scope of this Agreement) of testing, homologation, quality, performance, development, including frequency of updating and blocking of environments for Projects, whether Projects included in the scope of this Agreement, or additional Projects contracted with IBM or Third parties. It is agreed, in any case,

that IBM is obligated to carry out such a governance plan, albeit with respect to Third-party contracted Projects.

3. The scope of the IT Operation covers:
  1. Drawing of Solutions (cf. Appendix A-1);
  2. Service Services to the User (Service Desk) (cf. Appendix A-2);
  3. Application Management Services (cf. Appendix A-3);
  4. Services from Data Processing Center (cf. Appendix A-4);
  5. Services of Management Equipment (cf. Appendix A-5);
  6. Software of Users (cf. Appendix A-5);
  7. Information Systems Security Management Services (cf. Appendix A-6);
  8. Televentas IT Operations Services (cf. Appendix A-7);
  9. Seasonal Events (cf. Appendix A-8);
  10. List of VIPs Users (cf. Appendix A-9);
  11. Layout of Cotation (cf. Appendix A-10);
  12. Automatic Monitoring Items (cf. Appendix A-11);
  13. Management of services provided by Third-Party Vendors as described in Annex I;
  14. Change Control Process specified in Annex V (Control Process of Change);
  15. Approve Architecture; and
  16. Recommend improvements to any aspect of the Services with which IBM is involved.

## 9.0 Clarifications on the Scope

1. Without prejudice to the details contained in the Appendices to this Annex, the following clarifications shall be taken into account for the delimitation of the scope of the Contract:
  1. Develop, execute, and drive business operations and strategy for Shop and Virtual Channel is out of scope for IBM.
  2. The card machines (credit and debit), the processing of payments, the credit check operation and the IT applications associated with third parties are out of the scope of IBM. The payment input applications and as integrations and hosting of the solutions, such as Software Express, are in the scope of IBM. IBM is responsible for the management of these third parties, including by managing the level of service contracted with the third parties.
  3. IT vendors, including applications and infrastructure, used by third parties as logistics providers, carriers, and vendors, are outside the scope of IBM. Third-party IT interfaces are within the scope of IBM. This includes interfaces for logistics service providers, transportation companies, and third-party vendors. IBM is responsible for the management of these third parties (according to Annex I), including by managing the level of contracted service to the third parties (if any).
  4. Data and voice links: The following diagram shows the scope that refers to the data and voice links:. IBM is responsible for the management of services provided by third parties, including by the management of the level of service contracted with the third parties.



In the diagram above, where you read "IBM Data Center", read "IBM Data Processing Center".

5. The internet telecommunication link of the IBM data processing center is included in the scope. IBM Data Processing Center link to the FAST SHOP's WAN network, as well as FAST SHOP's WAN telecommunication link are out of the scope of IBM. Payment to the provider of the telecommunication link (Embratel) is not in the scope of IBM. However, the Management of the Contract between FAST SHOP and provider of the telecommunication link is part of the scope of IBM. IBM is responsible for the management of these third parties, including by managing the level of service contracted with the third parties.
6. Support and provision of broadband services are out of scope, independent of the supplier, except for the Matrix internet link and dedicated links provided by Embratel in the various localities of FAST SHOP.
7. LAN Equipment is in scope and includes all Equipment (for example routers, switches, firewalls) within FAST SHOP Facilities up to, but not including router / firewall WAN. All LAN Equipment within the premises of the FAST SHOP are the responsibility of IBM.
8. Training for FAST SHOP staff is out of scope.
9. When in Appendices appear assignments of supporting papers or execution to the FAST SHOP, such assignments will not create obligations for FAST SHOP, as they concern the conditions for the provision of the Services. In that way, if the FAST SHOP cees to carry out the tasks there pointed out, it will not be disfulfilling the Contract, but, it may, however, create a situation where IBM will not respond by disfulfilling the Contract (when the fulfillment of IBM obligations depend on an action from FAST SHOP).
10. Infrastructure that is not Infrastructure of IT, including, among others, air conditioning, safety systems, electronic safety labels, presentation accessories and installations (e.g., furniture for shop displays, including installation for demonstration to suppliers, showcase) are outside the scope of IBM.
11. IBM will not carry out broadband management, maintenance of wi-fi routers of stores and inventory in stores for these equipment. It includes in scope, however, Services related to corporate wi-fi networks in the matrix and distribution centers.
12. To continuously provide all the existing documentation of all the Software and Hardware that are used for the provision of the Services. It will still be up to IBM to clarify FAST SHOP doubts about the said documentation at up to 15 (fifteen) days rushed from the FAST SHOP solicitation.



## 10.0 Scope reviews

1. Should the FAST SHOP or IBM express the desire to make some kind of replacement in the services provided by IBM, the feasibility analysis work should be done specifically for the identified need.
2. The FAST SHOP or IBM can generate an assessment demand of a new technology or service. This demand will be presented to Time of Management (Annex G). Once such a demand has been approved, IBM and FAST SHOP will start a joint project in the aim of detailing the requirements.
3. IBM is expected to evaluate the New Technology or Service Assessment Request (SANTS) at the estimated time of 90 (ninety) days. Within this time frame IBM will make a technical and economic feasibility study considering points such as:
  1. Adherence to and or impacts of the solicitation on the existing architecture and infrastructure.
  2. Evaluation of functional impacts in conjunction with FAST SHOP.
  3. Need for investments: capacity-building of the team, equipment or services.
  4. Impacts on the governance of the environment and Levels of Service.
5. The study could have the following internal case-based results generated by IBM:
  1. Similar cost identification, with possibility of service exchange. The FAST SHOP in this case is expected to cost the service's transformation / exchange project;
  2. Additional cost identification or structural change for IBM's operation without possibility of service exchange. In this case FAST SHOP will be able to choose to shoulder these costs in such a way as to enable the exchange to be made.
  3. Possibility of service exchange that manages a possible cost reduction for IBM, in this case FAST SHOP will have a credit for addition of new services that will be performed by IBM.
  4. The values considered in the business case should have a break down by infrastructure costs, Software licences, maintenance, persons as per template attachment (Appendix A-10). These costs may or may not exist depending on the case to be analyzed.
5. Should the feasibility study be positive or there are specific negotiation understandings, a pre-project will be formally presented to meet the defined requirements.

6. Once approved all technical and financial requirements of the project, FAST SHOP and IBM will work together in project format. Following in this case, the governance of project methodology (Annex X).
7. Should the exchange of some service / solution be required so that the service levels can be maintained, these costs will be the responsibility of IBM.

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*Annex A*  
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## 1.0 List of VIP Users

- This list can be modified at any time by FAST SHOP, upon simple written communication, observed, however, the maximum limit of 28 (twenty eight) VIPs.

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# 1.0 Quotation Layout

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Services:

People	Position	Effort (Workdays)	Total (R\$)

Hardware:

Hardware	Total (R\$)

Software:

Software	Number of Licenses	Total (R\$)



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# 1.0 Automatic Monitoring Items

- IBM should automatically monitor all items relevant to the stability of the IT environments of the FAST SHOP, among which include the following:

#	Usuario	Volume / Transactions / Num. Users	System	Third	Type of metric	Functionality	Observation	Type of alert	Type of request	Detail of the request	Complex.	Source	Type of goal	Reference value (not SLA)
1	Internet user	Same Volume of Out/2016	WCS		User experience	Home page	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
2	Internet user	Same Volume of Out/2016	WCS		User experience	Department and subdepartment	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1800
3	Internet user	Same Volume of Out/2016	WCS		User experience	Page of search	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
4	Internet user	Same Volume of Out/2016	WCS		User experience	Refinements and search filters	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
5	Internet user	Same Volume of Out/2016	WCS		User experience	Special pages of content (any page */a/ **)	Identify the path to be monitored	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
6	Internet user	Same Volume of Out/2016	WCS		User experience	Product page	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1800
7	Internet user	Same Volume of Out/2016	WCS		User experience	Shopping cart	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
8	Internet user	Same Volume of Out/2016	WCS		User experience	Offers of recommendation (merchandising association)	Identify the path to be monitored	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
9	Internet user	Same Volume of Out/2016	WCS		User experience	Login	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250

10	Internet user	Same Volume of Out/2016	WCS		User experience	Enrollment of customers	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
11	Internet user	Same Volume of Out/2016	WCS		User experience	Delivery / payment address page	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <2000
12	Internet user	Same Volume of Out/2016	WCS		User experience	Conclusion of order	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <2000
13	Internet user	Same Volume of Out/2016	WCS		User experience	Delivery term calculation	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
14	Internet user	Same Volume of Out/2016	WCS		User experience	Loading of prices	Existing monitoring via TEM (WRT), but was deactivated in nov/2015	Sending of e-mail	ADAPT	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
15	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Home page	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
16	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Department and subdepartment	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1800
17	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Page of search	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
18	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Refinements and search filters	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500
19	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Product page	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1800
20	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Shopping cart	Monitored the availability of the URL, not	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1500

							the response time							
21	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Login	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
22	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Enrollment of customers	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
23	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Delivery / payment address page	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <2000
24	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Conclusion of order	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <2000
25	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	Delivery term calculation	Monitored the availability of the URL, not the response time	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf	Low	User navigation	Response time in the user experience	Measure Availability user response time <1250
26	Internet user	Same Volume of Out/2016	M1	PriceZ	User experience	-M1: Simulator load time	PriceZ should include tealeaf script	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, adapt for the PriceZ	Average	User navigation	Response time in the user experience	Measure Availability user response time <2000
27	Internet user	Same Volume of Out/2016	M1	PriceZ	User experience	-M1: Supply load time on the product page	PriceZ should include tealeaf script	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, adapt for the PriceZ	Average	User navigation	Response time in the user experience	Measure Availability user response time <1500
28	Internet user	Same Volume of Out/2016	M1	PriceZ	User experience	-M1: Callback load time in cart	PriceZ should include tealeaf script	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, adapt for the PriceZ	Average	User navigation	Response time in the user experience	Measure Availability user response time <1500
29	Grooms	Same Volume of Wedding List of Out/2016	LC	Emotion.me	User experience	-Response times by external service Emotion.me	Emotion.me should add tealeaf script	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, adapt for Emotion.me	Average	User navigation	Response time in the user experience	Measure Availability user response time <1500
30	Grooms	Same Volume of Wedding List of Out/2016	LC	SLI	User experience	-Response Times by external service SLI	Check with SLI how they can monitor this, otherwise it needs to add the TeaLeaf script to the screen used for loading	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, adapt for SLI	Average	User navigation	Response time in the user experience	Measure Availability user response time <1500
31	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of freight calculation errors	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions

32	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of freight calculation errors	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
33	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in login	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
34	Internet user	Same Volume of Out/2016	WCS		User experience	-Error rate in password reset	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
35	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in the generation of the banking bolt	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
36	Internet user	Same Volume of Out/2016	WCS		User experience	-Error rate on the return of Braspag for debit card	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
37	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in the order closure	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
38	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in the search (page error)	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
39	Internet user	Same Volume of Out/2016	WCS		User experience	-Error rate in the addition of product in the cart	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
40	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in the address enrollment	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
41	Internet user	Same Volume of Out/2016	WCS		User experience	-Rate of errors in the enrollment of new customers	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
42	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of errors in the closing of Invited order	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
43	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of errors in the closing of Noivo order	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions

44	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of errors in the search (page error)	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0.1 errors from the hour requisitions
45	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Error rate in the addition of product in the cart	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0.1 errors from the hour requisitions
46	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Error rate in addition / deletion of product in the Wedding List	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0.1 errors from the hour requisitions
47	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of errors in the address enrollment	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0.1 errors from the hour requisitions
48	Grooms	Same Volume of Wedding List of Out/2016	LC		User experience	-Rate of errors in the enrollment of new Wedding Lists	Screen presentation of errors for the user	Sending of e-mail	NEW	Creation of new script/alert TeaLeaf, detection of specific error messages	Average	User navigation	% errors of the amount of requisitions per hour	maximum 0.1 errors from the hour requisitions
49	Internet user	Same Volume of Out/2016	WCS		Metric of Commerce	-Product detail bounce rate (PDP) (item bounce)	Treat on tealeaf, currently there is no such metric in the available alerts	Sending of e-mail	NEW	Rule setting in TeaLeaf	Average	User navigation	X% change in relation to previous weeks	Variation should be in relation to the previous weeks
50	Internet user	Same Volume of Out/2016	WCS		Metric of Commerce	-Rate of bounce in the cart	Treat on tealeaf, currently there is no such metric in the available alerts	Sending of e-mail	NEW	Rule setting in TeaLeaf	Average	User navigation	X% change in relation to previous weeks	Variation should be in relation to the previous weeks
51	Internet user	Same Volume of Out/2016	WCS		Metric of Commerce	-ICV Rate	You can-set in coremetrics the email submission for a recipient to be confirmed	Sending of e-mail	ADAPT	Rule setting in TeaLeaf	Average	User navigation	X% change in relation to previous weeks	Variation should be in relation to the previous weeks
52	Internet user	Same Volume of Out/2016	WCS		Metric of Commerce	-Amount of sessions	You can-set in coremetrics the email submission for a recipient to be confirmed	Sending of e-mail	ADAPT	Rule setting in TeaLeaf	Low	User navigation	X% change in relation to previous weeks	Variation should be in relation to the previous weeks
53	Internet user	Same Volume of Out/2016	WCS		Server Time	Home page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
54	Internet user	Same Volume of Out/2016	WCS		Server Time	Department and subdepartm	Monitored the availability of	Opening of Incident	ADAPT	Include the documentation and response	Low	Web Response Time	Server response time	Measure Availability server response

						ent	the URL, not the response time			time alert in TEM				time <800
55	Internet user	Same Volume of Out/2016	WCS		Server Time	Page of search	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
56	Internet user	Same Volume of Out/2016	WCS		Server Time	Refinements and search filters	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
57	Internet user	Same Volume of Out/2016	WCS		Server Time	Special pages of content (any page "/a/ **")	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
58	Internet user	Same Volume of Out/2016	WCS		Server Time	Product page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <800
59	Internet user	Same Volume of Out/2016	WCS		Server Time	Shopping cart	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
60	Internet user	Same Volume of Out/2016	WCS		Server Time	Offers of recommendation (merchandising association)	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
61	Internet user	Same Volume of Out/2016	WCS		Server Time	Login	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
62	Internet user	Same Volume of Out/2016	WCS		Server Time	Enrollment of customers	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
63	Internet user	Same Volume of Out/2016	WCS		Server Time	Delivery / payment address page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <1000
64	Internet user	Same Volume of Out/2016	WCS		Server Time	Conclusion of order	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <1000



65	Internet user	Same Volume of Out/2016	WCS		Server Time	Delivery service calculation	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
66	Internet user	Same Volume of Out/2016	WCS		Server Time	Loading of prices	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
67	Internet user	Same Volume of Out/2016	WCS		Server Time	JSON product information	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability user response time <200
68	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Home page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
69	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Department and subdepartment	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <800
70	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Page of search	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
71	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Refinements and search filters	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
72	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Product page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <800
73	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Shopping cart	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <500
74	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Login	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
75	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Enrollment of customers	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in	Low	Web Response Time	Server response time	Measure Availability server response time <250

							the response time			TEM				
76	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Delivery / payment address page	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <1000
77	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Conclusion of order	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <1000
78	Grooms	Same Volume of Wedding List of Out/2016	LC		Server Time	Delivery service calculation	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Include the documentation and response time alert in TEM	Low	Web Response Time	Server response time	Measure Availability server response time <250
79	Internet user	Same Volume of Out/2016	Admin		Server Time	XML of products	Monitored the availability of the URL, not the response time	Opening of Incident	ADAPT	Add response time, currently is only about the availability of the service	Low	Web Response Time	Server response time	Measure Availability server response time <2000
80	Internet user	Same Volume of Out/2016	WCS		Metric of application	-Quantity of orders		Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Admin database	X% change in relation to previous weeks	OK
81	Server		WCS		Rate of technical errors	-Exceptions from applications per server (errors)		Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Application server log	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
82	Server	Same Volume of Wedding List of Out/2016	LC		Rate of technical errors	-Exceptions from applications per server (errors)		Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Application server log	% errors of the amount of requisitions per hour	maximum 0. errors from the hour requisitions
83	Internet user	Same Volume of Out/2016	Admin		Metric of application	-Order status in the Admin	There is no SLA, there are a number of triggers documented in the Book of monitoring.	Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Admin database	Maximum dwell time by status	Present the
84	Internet user	Same Volume of Out/2016	WCS		Server Time	Firing of e-Commerce emails		Opening of Incident	NEW	Review process of sending emails from eCommerce, additionally see the monitoring of email sending infrastructure	Very high	Process of sending WCS e-mails	Maximum dwell time by status	Control the A email enqueue delete control the WCS
85	Internet user	Same Volume of Out/2016	Admin		Metric of application	-Orders in the Admin with no GAN order number		Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no		Pending orders	Maximum 0 minutes per
86	Internet user	Same Volume of Out/2016	WCS	VTEX	Server Time	Marketplace -Calculation of delivery time / freight value		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	Server response time	Measure Availability server response time <500

87	Internet user	Same Volume of Out/2016	WCS	VTEX	Server Time	- Marketplace - Creation of the order	There are numerous business errors in the integration of VTEX that deserve an improvement project for treatment, as they generate high manual effort for treatment of these applications.	Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	Server response time	Measure Availability server response time <1000
88	Internet user	Same Volume of Out/2016	WCS	PriceZ	Server Time	-M1: Simulator load time		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	Server response time	Measure Availability server response time <1000
89	Internet user	Same Volume of Out/2016	WCS	PriceZ	Server Time	-M1: Supply load time on the product page		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	Server response time	Measure Availability server response time <500
90	Internet user	Same Volume of Out/2016	WCS	PriceZ	Server Time	-M1: Callback load time in cart		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	Server response time	Measure Availability server response time <500
91	Internet user	Same Volume of Out/2016	WCS	VTEX	Rate of technical errors	-Rate of external services errors MarketPlace (VTEX)		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	% errors of the amount of requisitions per hour	maximum 0. the amount requests
92	Internet user	Same Volume of Out/2016	WCS	PriceZ	Rate of technical errors	-Rate of external services errors M1 / Pricez		Sending of e-mail	ADAPT	Documenting in the monitor book	Very low	Integration via ESB	% errors of the amount of requisitions per hour	maximum 0. the amount requests
93	Grooms	Same Volume of Wedding List of Out/2016	LC	Emotion.me	Rate of technical errors	-Rate of external services errors Emotion.me	There is no / there should be no integrations from FastShop for emotion.me, integrations are always from Emotion.me to Fastshop to avoid information synchronization problems.	N/D	N/D	N/D	There is no	-	% errors of the amount of requisitions per hour	Monitor the services made available by LC for emotion
94	Internet user	Same Volume of Out/2016	Admin/ WCS		Metric of application	-Quantity of orders and items in WCS x Admin	Synchronization already occurs, integration errors should be monitored	Opening of Incident	ADAPT	Adapt to add order intents to the check	High	Errors by requisition	% errors of the amount of requisitions per hour	Monitor the quantity of orders and items between environments
95	Internet user	Same Volume of Out/2016	Admin/GAN		Metric of application	-Quantity of orders and items in the Admin x GAN	Synchronization already occurs, integration errors should be monitored	Opening of Incident	ADAPT	Adapt to add order intents to the check	High	Errors by requisition	% errors of the amount of requisitions per hour	Monitor the quantity of orders and items between environments

96	Internal	Same Volume of products of Out/2016	Admin/GAN		Metric of application	-Stock between GAN x Admin	By definition the stocks are not equal due to continuous moving. Currently are monitored the PNEs and errors in the technical booking service.	Presentation of the PNE Report	EXISTING	Already contemplated in the PNE report	There is no	Monitoring of PNE occurrences via report	Sale of products without stock	Generate an amount of generat records amount of up records on other side
97	Internal	Same Volume of products of Out/2016	GAN/WCS		Metric of application	-Stock between GAN and WCS	By definition the stocks are not equal due to continuous moving. Currently are monitored the PNEs and errors in the technical booking service.	Opening of Incident	ADAPT	Existing alert adaptation	Average	Monitoring of errors in the requisition of the Reservot or if it responds as it has no stock.	% the amount of requisitions per hour	0% of diverg
98	Internal	Same Volume of services of Out/2016	GAN/WCS		Rate of technical errors	-Prices of services between GAN and WCS	Monitors Job processing errors by Operation (TWS)	Alert of the operation area	EXISTING	Already contemplated in the monitoring of Jobs of the operation	There is no	Operation Jobs Monitoring	Error in JOB processing	0% of diverg
99	Internal	Same Volume of services of Out/2016	GAN/WCS		Rate of technical errors	-Associations of services between GAN and WCS		Alert of the operation area	EXISTING	Already contemplated in the monitoring of Jobs of the operation	There is no	Operation Jobs Monitoring	Error in JOB processing	0% of diverg
100	Internal		Admin/WCS		Rate of technical errors	-Comparison of prices between Admin and WCS staging	Synchroniza tion already occurs, integration errors should be monitored	Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Errors by requisition	% the amount of requisitions per hour	Compare t changed price the last ho
101	Internal		WCS		Rate of technical errors	-Comparison of prices in Staging x Live per server	The synchronizat ion already occurs, the time to wait for integration is to be monitored.	Opening of Incident	NEW	Monitoring of the price processing wait time in Staging	Average	Processing time of the requisition	Processing time delta of the requisition	Compare t changed price the ultima time each serv
102	Internal		WCS		Rate of technical errors	-Comparison of contents in Staging x Live per server (propagation and caches)	The synchronizat ion already occurs, the time to wait for integration is to be monitored.		N/D	Same of the previous	There is no	Processing time of the requisition	Processing time delta of the requisition	Compare cha in the ultima on each se
103	Internal		WCS/Akamai		-	-Comparison of contents in Live x Akamai	This comparison does not make sense, if there is any problem currently the ideal is to check the invalidation		N/D	N/D	There is no	-	-	-

							rule.							
104	Internal		Admin/GAN		Metric of application	-GAN x Admin status synchronization	There are alerts for this and it is possible to use the GoldenFrida y report made available in BI to obtain such informations. If there is un contemplated status, it should detail case by case, define which status has severity (confirmation of payment and tax bill issued)- Atrelate the current SAC calls, and carry out specific request for monitoring.	Opening of Incident	EXISTING	Already contemplated in the monitoring book	There is no	Should it detail on a case by case, define which status has severity (confirmation of payment and tax bill issued)- Atrelate the current SAC calls	Processing time delta of the requisition	Compare o quantity by s in the ultima
105	Internal	Same Volume of products of Out/2016	MDM/WCS		Rate of technical errors	- Synchroniza tion of enrolled products in MDM x WCS	Synchroniza tion already occurs, integration errors should be monitored	Present ation of error in the user console	EXISTING	Errors are reported directly to users via console	There is no	Integration via ESB	% errors of the amount of requisitions per hour	0% of diverg
106	Internal	Same Volume of products of Out/2016	MDM/Admin		Rate of technical errors	- Synchroniza tion of enrolled products in MDM x Admin	Synchroniza tion already occurs, integration errors should be monitored	Present ation of error in the user console	EXISTING	Errors are reported directly to users via console	There is no	Integration via ESB	% errors of the amount of requisitions per hour	0% of diverg
107	Grooms	Same Volume of Wedding List of Out/2016	LC/GAN		Metric of application	-GAN X Admin Expo Synchroniza tion (gravatine)	Synchroniza tion already occurs, integration errors should be monitored	Present ation of the differenc es report	NEW	Data extraction effort from the GAN, from the Admin database, and comparison with the ETL	High	Beat the balance in T-1h	To be defined by the divergences found	0% of diverg
108	Grooms	Same Volume of Wedding List of Out/2016	LC/GAN		Metric of application	-LC GAN X Admin Synchroniza tion	Synchroniza tion already occurs, integration errors should be monitored	Present ation of the differenc es report	NEW	Data extraction effort from the GAN, from the Admin database, and comparison with the ETL	High	Beat the balance in T-1h	To be defined by the divergences found	Check amou wedding lis Gan x Adm Wedding L
109	Physical store box	Number of box terminals ref. Out/2016	GAN		Metric of application	Simulation of prices	Customize logs of logs between the start and end of GAN transaction	DashBo ard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Seach, generation of	High	Customization in GAN	Response time in the user experience	Measure Availability user respo time <2000

										alerts.				
110	Physical store seller	Number of store terminals Out/2016	GAN		Metric of application	Query stock		DashBoard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Search, generation of alerts.	High	Customization in GAN	Response time in the user experience	Measure Availability user response time <2000
111	Physical store seller	Number of store terminals Out/2016	GAN		Metric of application	Opening of the modulo of sale		DashBoard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Search, generation of alerts.	High	Customization in GAN	Response time in the user experience	Measure Availability user response time <2000
112	Physical store seller	Number of store terminals Out/2016	GAN		Metric of application	Cash pendency transaction		DashBoard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Search, generation of alerts.	High	Customization in GAN	Response time in the user experience	Measure Availability user response time <6000
113	Logistics User	Number of logistics users Out/2016	GAN		Metric of application	Time p / file generation for scripting (ROADSHOW)		DashBoard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Search, generation of alerts.	High	Customization in GAN	Response time in the user experience	Measure Availability user response time <6000
114	User of the Financial area	Number of users of the financial area Out/2016	GAN		Metric of application	Gan-IRBBD-Low-screen loading time of Securities in Accounts Receivable		DashBoard	NEW	Library creation effort for monitoring, inclusion in the start and end points of the transaction, and monitoring via LogStash/Elastic Search, generation of alerts.	High	Customization in GAN	Response time in the user experience	Measure Availability user response time <2000
115	Fiscal area user	Number of users of the tax area Out/2016	SAP		Metric of application	MIRO-Tax entry of the note		Opening of Incident	NEW	Extraction of SAP metrics, and inclusion of alerts in TEM	Average	SAP transaction time	Server response time	Measure Availability server response time <2000
116	User of the administrative area	Number of users of the administration Out/2016	SAP		Metric of application	MIGO-Fiscal record of the material		Opening of Incident	NEW	Extraction of SAP metrics, and inclusion of alerts in TEM	Average	SAP transaction time	Server response time	Measure Availability server response time <2000

117	User of the administrative area	Number of users of the administration Out/2016	SAP		Metric of application	ML81N-Registration of the accepted of the service		Opening of Incident	NEW	Extraction of SAP metrics, and inclusion of alerts in TEM	Average	SAP transaction time	Server response time	Measure Availability server response time <2000
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*Annex A*  
*(Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*



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# 1.0 Cost of Allocation of Infrastructure and Field Service Time Resources

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- This Appendix sets out the prices for the provision of additional infrastructure services and hardware to the scope of the Contract ("ARC"). Should the FAST SHOP decide to hire the ARC services described here, it should request the estimation of volumes to IBM, while it is certain that the prices set out in the tables below, regardless of the timing of this hire, will be applied, only by applying the readjustment indicated in the "b" item below. Effecting the hiring of these ARC services will depend on prior and express concordance from FAST SHOP.
- The prices of the tables below will be readjusted every 12 (twelve) months from its base date (March 1, 2017), based on the variation in the Ample Consumer Price Index (IPCA) of the Brazilian Institute of Geography and Statistics (IBGE), occurred between the month prior to the base date of those prices and the month before the month of the readjustments, inclusive.
- Should, during the duration of this Agreement, as a result of alteration in the current legislation, be possible for the readjustment of prices at lower periodicity than that of the pactuada, the Parties agree to negotiate the change in periodicity of the readjustment, as of the date of occurrence of such possibility, based on the variation of the IPCA (IBGE) and maintained the remaining conditions laid down in this Agreement.
- Should the IPCA be extinguished, come to become inapplicable by virtue of legal provision or, for any other reason, be impossible to use, the Parties agree on the use of the Consumer Price Index of the Research Institute Foundation Economic (IPC-FIPE) and should this also come to be extinct or become for any inapplicable reason, the Parties agree on the use of index of recognized idoneity and national inclusiveness, which best reflects the loss of the acquisitive power of the currency, among the legally applicable.

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Category	Group	Service Item	Descriptive	Unit	Professional Time Value (R\$)
Data Center Infrastructure and Networks	Data Center and Networks	Windows analyst	Professional services of IBM	Time	177.46
		Unix / Linux analyst	Professional services of IBM	Time	177.46

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*Annex A*  
*(Services)*

-

*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Cost of Resource Allocation for Development of Improvements

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- This Appendix establishes the value for the supply of hours of IBM professionals.
- The aim of this Appendix is to record the continuity of the validity of the proposal No. K385A1K, with the changes carried out by the SMPs No. JO-MOMYT78 and R3-N0246LS.
- In this way, the proposal remains valid with the rules, term and conditions paced on it as amended by the SMPs No. JO-MOMYT78 and R3-N0246LS, remaining in effect until December 31, 2017.
- This Appendix also has the goal of record the continuity of validity of proposal No. P1-8BY6XHV.
- In this way, the proposal remains valid with the rules, term and conditions paced on it, remaining in effect until February 28, 2018.

Annex B  
(Levels of Services)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

1. IBM is obliged to meet to Service Levels in accordance with the specifications of this Annex B. The Appendix B-1 (Measurement of Service Level) details how the Levels of the Services provided by IBM for the FAST SHOP will be measured.
2. An exemplificative list of incidents and their severities is found in Appendix B-2.
3. Without prejudice to other hypotheses provided for in this Contract, the unfulfillment, by IBM, of the Service Levels, implies the inadimplement of the Contract. The characterization of such an inadimplement gives itself as defined in this Annex B.

## 2.0 Definitions

"Service Level" means the performance criteria set out for the Services, as provided for in Annex B (Service Levels) and Appendix B-1.

"Indicators" means the objective parameters, referring to a component, function, activity, provision, or any deliverable relative to the Services, to be assessed, in accordance with the quantitative specifications set out in Appendix B-1, for purposes of verification of the compliance or defulfillment of the obligation, of IBM, of servicing the Service Levels.

"Measurement" means the ascertainment and quantification of IBM performance data, and the successive confrontation of this data with the premises and pataseas discriminated in Appendix B-1 as to each Indicator, for the purposes of verifying compliance or defulfillment of the obligation, of IBM, to meet the Service Levels. The Measurements will occur in the Measurement Moments, and will have per object the Measurement periods.

"Moment of Measurement" means the moments that will occur the Measurements, as discriminated against, in respect of each Indicator, in Appendix B-1. They may be: (i) monthly; (ii) semestral; (iii) annual; (iv) biennial.

"Periods of Measurement" means the periods that constituted object of the Measurements. They may be: (i) Accumulated Measurement Period (ii) Monthly Measurement Period; (iii) Semestral Measurement Period; and (iv) Biennial Measurement Period.

"Accumulated Measurement Period" means the Measurement Period that consists of the 12 (twelve) Months immediately preceding the Measurement Moment.

"Monthly Measurement Period" means the Measurement Period that consists of the Month immediately preceding the Measurement Moment.

"Semestral Measurement Period" means the Measurement Period consisting of the 6 (six) Months immediately preceding the Measurement Moment.

"Biennial Measurement Period" means the Measurement Period consisting of the 24 (six) Months immediately preceding the Measurement Moment.

"Relevant Measurement Period" means the Measurement Period whose respective Measurement will serve as a basis for the characterization of the Enforcement or Disfulfillment of a given Indicator. Periods of Measurement not characterized as Relevant Measurement Period will have the function of providing mere follow-up, by the FAST SHOP, of IBM's performance, ressalved the provisions of Clause 3.0. For the purposes of clarification, the count of the Relevant Measurement Period will start in March 2017.

"Disfulfillment" means the non-attainable of the Levels of Services described in this Annex B and Appendix B-1. It is divided into the following species: (i) Individual Disfulfillment; (ii) Global Disfulfillment.

"Individual Disfulfillment" means the unfulfillment by IBM, of the obligation to meet, in the Relevant Measurement Period, individually, each of the Service Levels described in Appendix B-1. For the purposes of characterization of Individual Disfulfillment, you must take into account the data of the Indicators regarding the entire Relevant Measurement Period. Such data, as well as the Individual Disfulfillment patatides and Relevant Measurement Periods, are found to be discriminated against, in respect of each of the Indicators, in Appendix B-1.

"Global Disfulfillment" means the unfulfillment, by IBM, of the obligation to meet, globally, the Service Levels described in Clause 3.0 of Appendix B-1 in the Relevant Measurement Period. For the purposes of characterization of the Global Disfulfillment, one must take into account the quantity of Indicators of Clause 3.0 of Appendix B-1 that are found, in the Relevant Measurement Period, in situation of Individual Disfulfillment, observed the provisions of Clause 4.0 of this Annex.

"Fulfillment" means the achievement of the Service Levels.

"Month" means the calendar month.

### 3.0 Measurement of the Levels of Service

1. The Measurements will occur in the Measurement Moments, and will have per object the Measurement periods.
2. The fulfillment or disfulfillment of IBM's obligation to meet the Service Levels will be ascertained only in respect of the relevant Measurement Periods corresponding to each Indicator.
3. Measurement of Measurement Periods other than the Relevant Measurement Period will fulfill merely the function of allowing FAST SHOP to keep track of the evolution of data about IBM's performance. For clarity, consider the following example:

*At a given Indicator, the following specifications apply:*

**Moment of Measurement: Monthly**

**Periods of Measurement: Monthly and Accumulated**

**Relevant Measurement Period: Accumulated**

*This Indicator will submit to monthly Measurements, which will have per object (i) the Month immediately preceding that of the Measurement (Monthly); and (ii) the 12 (twelve) Months immediately preceding that of the Measurement (Accumulated). The Measurements having per object the Month immediately preceding that of the Measurement will serve only for follow-up, by the Fast Shop, of the evolution of IBM's performance. Already the Measurements having per object the 12 (twelve) Months immediately prior to that of the Measurement will be considered for ascertaining the fulfillment / disfulfillment of the Service Levels. So, in this hypothetical case, there will be 12 (twelve) Mediations per year. Each of these will have per object, simultaneously, the Monthly and Accumulated Measurement Periods. Compliance / discompliance of this Indicator will therefore be ascertained 12 (twelve) times a year; such an apuram will always take into account the 12 (twelve) Months prior to that of the Measurement (i.e. the Relevant Period of Ascertaining).*

4. In The Measurements of the Relevant Measurement Periods, they will be evaluated, simultaneously:
  1. The (eventual) Individual Disfulfillment.
  2. The (eventual) Global Misfulfillment.

5. Up to 7 (seven) working days after the closure of each Month, IBM will provide FAST SHOP a report containing the results of the Services Levels Ascertainments (Measurement Period and Relevant Measurement Period), regarding each Appendix's Indicator B-1.
6. The FAST SHOP will have 7 (seven) working days to validate or reject the information received. If the FAST SHOP does not manifest in that period, the data pointed out in the report provided as per the specifications of Appendix B-1 will be formally validated. Even though there has been a Measurement on the basis of the formally validated reports, the data from them constant may be at any time submitted to material review by the procedure of Auditing (cf. Clause 18 of the Contract) or of request, by FAST SHOP to IBM, of additional information. Should the Audit reveal material inaccuracy in the data provided by IBM, a new Measurement will be carried out in replacement to the previous one, and it will effect retroactively on the date of the original Measurement.
7. Without prejudice to the right to conduct the Audit of the data provided by IBM, FAST SHOP will be able to perform, directly or through Third parties by it hired, the real-time monitoring of IBM's Services performance, except if it stays objectively demonstrated that such monitoring will cause burden or injury to IBM's ability to comply with its obligations. For so much, IBM will provide FAST SHOP access to the required information.

#### **4.0 Service Level Misfulfillment**

8.
  1. Compliance or disclenching of the Indicators will be ascertained in the Measurement Moments, reporting to the Relevant Measurement Periods.
  2. Measurements will be able to result in the following findings with respect to the Relevant Measurement Periods, which can be cumulative:
    1. o (eventual) Individual Disfulfillment;
    2. o (eventual) Global Disfulfillment
  3. The percentage, maximum or minimum, which characterize, as to each Indicator, Individual Disfulfillment, are found to be discriminated against in Appendix B-1.
  4. The Global Disfulfillment is considered to be characterized when, in respect of a particular Relevant Measurement Period, it is found that the quantity of Indicators in Individual Disfulfillment situation is greater than 10% (ten percent) of the quantity total

Indicators described in Appendix B-1. Please clarify that, as to Indicators that do not subject to Measurements with reference to a particular Relevant Measurement Period because of their specifications reaching the Measurement Moment or the Relevant Measurement Period, the result (performance of the Indicator) to be considered will be the ascertained in the last Measurement Period of this Indicator. In the case of the Indicators that do not suffer Measurement by virtue of delay in making available the information referred to in the item "I" of Clause 3.0, these will be considered initially unfulfilled (Individual Disfulfillment), and so will continue, unless IBM submits the necessary information to Measurement until the last day of the month subsequent to that of the Measurement, and the consideration of this information points out that, in reality, such Indicators have been fulfilled.

5. The consequences of Global Disfulfillment are found to be described in Annex C.
6. Characterized by Individual or Global Disfulfillment, IBM should draw up an action plan for the reframing of the quality of the Services, and present it to the FAST SHOP until day 16 of the subsequent month. The FAST SHOP will be able to suggest improvements to IBM's action plan, and IBM will implement it immediately, following the approval of the FAST SHOP,
7. For further clarity on the mechanics of the Indicators' Measurements, the following example of Measurement concerning Accumulated Measurement Period is considered:

**Example**

*Moment of Measurement: Março/2018*

*Relevant Measurement Period: Março/17 to Fevereiro/18*

*Indicators Measured: # 1, 2, 3, 4, 5, 6, 7, 9, 10, 10*

Results by Indicators (as for the Relevant Measurement Period):

- #1: 99.5% (meta= 99.90%)-Individual Disfulfillment

- #2: 99.73%-Enforcement

- #3: 99.75%-Enforcement

- #4: 99.4% (meta= 99.50%)-Individual Disfulfillment

- #5: 99.75%-Enforcement

- #6: 99.76%-Enforcement

- #7: 99.77%-Enforcement

- #8: 99.74%-Enforcement

- #9: 99.75%-Enforcement

- #10: 99.78%-Enforcement

Result:

-Global Misfulfillment (2 /10 = 20%)

8. IBM will identify the causes concerning any incidents and problems within the scope of this Agreement (arising from IBM's guilt, or not) which, potentially or effectively, may impact the IT operation of the FAST SHOP (in the case of Major Incidents-as defined below -it is mandatory to RCA). The investigation of causes related to an incident or problem should be initiated by IBM, spontaneously, but can also be initiated by request of FAST SHOP. The IBM should formally communicate the FAST SHOP of the result of

all investigations (inclusive of RCAs) in up to 10 (ten) days of the incident or problem. Together with the result of the investigation, IBM will present a plan for the solution of the incident or problem. Such a plan should provide that the beginning of the arrangements necessary for the solution of the problem or incident will be given in the earliest possible time from the technical point of view. The solution of all incidents and problems will be priority. Without prejudice to the disfulfilling of the Indicators.

9. "Major Incident" is considered the incident that causes significant impact on the business operations of FAST SHOP, including risks of reputational damage. If there is request from the FAST SHOP, the repetition for 3 (three) times of a Severity Incident 1 or 2 will be considered a Major Incident.

## 5.0 Exclusions

1. IBM gets exonerated from liability for incidents impacting the measurement of the Service Levels (i.e., such incidents will be excluded from the measurement of Disfulfillment) at the following hypotheses:
  1. Problems demonstrably caused by action or omission of the FAST SHOP or the Third parties by which FAST SHOP is responsible, unless IBM has science from the said action or omission, and has not formally alerted FAST SHOP as to the risks arising from it. This exclusion hypothesis does not apply in the cases of failures caused by Third parties indicated in Annex I, by which IBM is responsible, or Third parties hired directly by IBM.
  2. Modifications made by FAST SHOP in the environment and not communicated, provided that the incidents have elapsed from such modifications.
  3. Express request, on the part of FAST SHOP, of disregard of the incident.
  4. Performance or failure of performance by Third parties, suppliers of FAST SHOP, except if such failure elapse directly from IBM management on such Third parties according to Annex I.
  5. Circumstances that constitute a Case of Force MajeForce.
  6. Unavailability of infrastructure environment due to maintenance windows, scheduled or emergency.
  7. Changes in the dates of windows of changes in applications, previously agreed upon between the Parties.
  8. Problems resulting from resources (software, network, applications, content) by which FAST SHOP is responsible.

9. Resource needs or inputs whose responsibility for supply do not be from IBM.
  10. Projects arising from technological upgrades or transformation that affect the fulfillment of the Service Levels, contracted directly by the Fast Shop together with Third parties, or performed by the FAST SHOP itself (outside the scope of this Agreement), exclusively as to the period prior to the start of the management of the products of this projects by IBM or the stabilization of these, whatever occurs last.
2. IBM will keep records of the problems expunged and inform monthly to FAST SHOP, in the body of the report provided for in the item "e" of Clause 3.0 above, the corresponding volumes discriminated against, second the expurge situations mentioned above. The FAST SHOP will be able to request evidence that supports the reported purge, which should be submitted by IBM at up to 10 (ten) days. In the absence of the submission of such evidence, or should the FAST SHOP consider them, justifiably, inadmissible or inconclusive, the purges to them related will be held to be rejected and ineffective.
  3. Regarding Service Levels involving incidentals to incidents, will only be admitted to pauses (purveyor to affix the attendances to the Indicators) arising from the reliance on information or arrangements by parts of the Users or third parties that are not of IBM Responsibility. In the remaining cases, including when IBM opens a ticket next to Third parties as a result of a ticket opened by a User, the undue pauses will be computed in time spent by IBM to meet the tickets, according to the Indicators pertinent.

---

*Annex B*

*(Levels of Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*



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# 1.0 Introduction

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- This Appendix B-1 contains the specifications of the Levels Of Service Indicators to be the subject of the measurements mentioned in Annex B (Levels of Services).
- The terms with initial capital used in this Appendix have the meanings set out in Annex B or in Annex S.
- The Levels of Services indicated in percentages should have a minimum number of measurements in a given measurement range (for example monthly, quarterly) to be considered valid for that particular measurement range, for which referred to as minimum number is the denominator of the calculation that indicates a fraction of the Service Levels. For example, in case the percentage assigned to the Service Levels is:
  - 90%, the minimum number of measurements in the measurement range should be equal to 10 (since 9/10 is the fractional expression of 90%).
  - 99%, the minimum number of measurements in the measurement range should be equal to 100 (since 99/100 is the fractional expression of 99%).
  - 99.9%, the minimum number of measurements in a measurement range should be equal to 1,000 (since 999/1.000 is the fractional expression of 99.9%).
  - In case the minimum number of measurements of the Service Levels is not achieved at a certain measurement interval, the affected measurements will be transferred to the following measurement range (and later if necessary) until the minimum number of measurements be achieved.

## 2.0 Severities of the Services

---

- "Severity": Represents the impact of the incident on the activities of the FAST SHOP.

### 2.1. Incidents (Incidents-IN)

1. Indicators pertaining to incidents, as noted below, will be defined according to the respective Severity, thus understood:
  1. Severity 1:
    1. Unavailability or abnormality of Services that causes severe impact on the business of FAST SHOP, without there being any alternative available.

2. Unavailability that causes severe impact on the critical activities of the Users, without there being any alternative available.

2. Severity 2:

1. An application, function, or critical system is with deteriorated performance, impacting a large number of users and with impact on customer's business, with workaround.

3. Severity 3:

1. A non-critical function or procedure is inactive, non-usable or difficult to use, with some operational impact, but without immediate impact on providing the service and there is alternative or "bypass" available.

4. Severity 4:

1. Abnormality of Services that does not cause immediate impact on the activities of the Users.
2. The table below tells the maximum times at which each Severity is to be served.

Severity	Time for resolution
1	2 hours races
2	8 working hours within the coverage time
3	24 working hours within the coverage time
4	48 working hours within the coverage time

3. An exemplificative list of incidents and their Severities is found in Appendix B-2.

## 2.2. Service Request (Service Request-SR)

1. Although there are no Service Levels Indicators for Service Requirement, it is part of the scope the fulfillment of these, and IBM will make best efforts to meet service requisitions on the same deadlines for incidents and these efforts shall be accompanied and monitored by the Parties, including by means of the meetings and reports provided for in the Annexes G and P.
2. In order to have no doubt, unavailabilities or abnormalities described in Clause 2.1 may not be treated or considered as Service Requirement.

# 3.0 Indicators of Service Levels

## 3.1. Availability of GAN

3. Description: Mede the percent of time when, during the Measurement Period, the GAN system is effectively available for use by FAST SHOP.
4. Moment of Measurement: Monthly.
5. Periods of Measurement:
1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 1. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 1.

Table 1 *		
Indicator	Individual decompliance	Compliance



TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

**Measurement-Accumulated Measurement Period**

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.2. Availability of the e-commerce WCS and ADMIN

1. Description: Fear the percent of time when, during the Measurement Period, the e-commerce system WCS and ADMIN were effectively available for use by FAST SHOP.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 2. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 2.

Table 2 *			
Indicator		Individual decompliance	Compliance
2	Availability of the e-commerce WCS and ADMIN	x <99.72%	x> = 99.72%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:



5. Monthly Measurement Period.
6. Period of Accumulated Apuration.
7. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Number of the chamado.
  4. Listening queue.
  5. Severity.
  6. Time and start date of the unavailability.
  7. Time and date of return of the system health to the users.
  8. Duration of unavailability in minutes for each measured indicator.
  9. Closing time of the ticket.
  10. Unavailability expunged from the calculation.
  11. Reason for expunging the unavailability of the calculation.
  12. Queue that the ticket has been closed.
  13. User who closed the ticket.
  14. Category of the ticket.
15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

**Measurement-Accumulated Measurement Period**

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.3. Availability of the Systems (SAP ECC, SAP BCM, SAP CRM, BI, HR-RM, RH-ForPoint, Fiscal-Mastersaf, E-mail)

16. Description: Measures the percent of time when, during the Measurement Period, the SAP ECC systems, SAP BCM, SAP CRM, BI, HR-RM, RH-ForPoint, Fiscal-Mastersaf, E-mail were effectively available for use by the FAST SHOP.

17. Moment of Measurement: Monthly.

18. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 3. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 3.

Table 3 *			
Indicator		Individual decompliance	Compliance
3	Availability of SAP ECC systems, SAP BCM, SAP CRM, BI, RH-RM, HR-ForPoint, Fiscal-Mastersaf, E-mail**	x <99.72%	x >= 99.72%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Time and start date of the unavailability.
  7. Time and date of return of the system health to the users.
  8. Duration of unavailability in minutes for each measured indicator.
  9. Closing time of the ticket.
  10. Unavailability expunged from the calculation.
  11. Reason for expunging the unavailability of the calculation.
  12. Queue that the ticket has been closed.
  13. User who closed the ticket.
  14. Category of the ticket.
15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.4. Availability of IBM DataCenter Lan Network

1. Description: Mede the percent of time when, during the Measurement Period, IBM's Data Center Lan Network is effectively available for use by FAST SHOP.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 4. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 4.

Table 4 *			
Indicator		Individual decompliance	Compliance
4	Availability of IBM DataCenter Lan Network	x <99.72%	x >= 99.72%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:
  5. Monthly Measurement Period.
  6. The Accumulated Period of Ascertaining.
  7. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
    1. Form of opening of the ticket (phone, web, automatic, others).
    2. Ticket opening time.
    3. Ticket number.
    4. Listening queue.
    5. Severity.
    6. Time and start date of the unavailability.
    7. Time and date of return of the system health to the users.
    8. Duration of unavailability in minutes for each measured indicator.
    9. Closing time of the ticket.
    10. Unavailability expunged from the calculation.
    11. Reason for expunging the unavailability of the calculation.
    12. Queue that the ticket has been closed.
    13. User who closed the ticket.
    14. Category of the ticket.
  15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%



### 3.5. Availability of PABXS of all FAST SHOP localities

1. Description: Measures the percent of time in which, during the Measurement Period, PABX of all FAST SHOP locations is effectively available for use by FAST SHOP.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 5. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 5.

Table 5 *			
Indicator		Individual decompliance	Compliance
5	Availability of PABXS of all FAST SHOP localities	x <99.72%	x >= 99.72%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Time and start date of the unavailability.
  7. Time and date of return of the system health to the users.
  8. Duration of unavailability in minutes for each measured indicator.
  9. Closing time of the ticket.
  10. Unavailability expunged from the calculation.
  11. Reason for expunging the unavailability of the calculation.
  12. Queue that the ticket has been closed.
  13. User who closed the ticket.
  14. Category of the ticket.
15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.6. Availability of IBM DataCenter Firewall

1. Description: Mede the percent of time when, during the Measurement Period, IBM's DataCenter Firewall is effectively available for use by FAST SHOP.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 6. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 6.

Table 6 *			
Indicator		Individual decompliance	Compliance
6	Availability of IBM DataCenter Firewall	x <99.50%	x >= 99.50%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Time and start date of the unavailability.
  7. Time and date of return of the system health to the users.
  8. Duration of unavailability in minutes for each measured indicator.
  9. Closing time of the ticket.
  10. Unavailability expunged from the calculation.
  11. Reason for expunging the unavailability of the calculation.
  12. Queue that the ticket has been closed.
  13. User who closed the ticket.
  14. Category of the ticket.
15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.7. Availability of IBM DataCenter Internet Connection

1. Description: Mede the percent of time when, during the Measurement Period, IBM's DataCenter Internet Connection is effectively available for use by FAST SHOP.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  4. Monthly Measurement Period.
  5. Accumulated Measurement Period.
6. Relevant Measurement Period:
  7. Accumulated Measurement Period
8. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

9. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 7. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 7.

Table 7 *			
Indicator		Individual decompliance	Compliance
7	Availability of IBM DataCenter Internet Connection	x <99.90%	x >= 99.90%

\* "x" means the percent of ascertained performance, as per the applicable formula

10. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

11. Monthly Measurement Period.

12. Period of Accumulated Apuration.

13. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

14. Form of opening of the ticket (phone, web, automatic, others).

15. Ticket opening time.

16. Ticket number.

17. Listening queue.

18. Severity.

19. Time and start date of the unavailability.

20. Time and date of return of the system health to the users.

21. Duration of unavailability in minutes for each measured indicator.

22. Closing time of the ticket.

23. Unavailability expunged from the calculation.

24. Reason for expunging the unavailability of the calculation.

25. Queue that the ticket has been closed.

26. User who closed the ticket.

27. Category of the ticket.

28. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %



**Measurement-Accumulated Measurement Period**

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.8. SAC Recorder Availability

29. Description: Fear the percent of time when, during the Measurement Period, the SAC Writer is effectively available for use by FAST SHOP.

30. Moment of Measurement: Monthly.

31. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 8. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 8.

Table 8 *			
Indicator		Individual decompliance	Compliance
8	SAC Recorder Availability	x <99.72%	x >= 99.72%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Time and start date of the unavailability.
  7. Time and date of return of the system health to the users.
  8. Duration of unavailability in minutes for each measured indicator.
  9. Closing time of the ticket.
  10. Unavailability expunged from the calculation.
  11. Reason for expunging the unavailability of the calculation.
  12. Queue that the ticket has been closed.
  13. User who closed the ticket.
  14. Category of the ticket.
15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	43200	43200	43200	43200	43200	43200	43200	43200	43200	43200	43200	43200
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.9. Availability of the unproductive Environments (homologation, development and performance)

16. Description: Measures the percent of time in which, during the Measurement Period, the unproductive Environments (homologation, development and performance) are effectively available for use by FAST SHOP.

17. Moment of Measurement: Monthly.

18. Periods of Measurement:

1. Monthly Measurement Period.
2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%DispSystem = \frac{(TT-TF)}{TT} * 100$$

Where:

<i>%DispSystem</i>	Percent availability of the systems
<i>TT</i>	Total amount of minutes in which systems must be available in the Measurement Period
<i>TF</i>	Failure Time, which represents the total minutes in the Measurement Period where the production systems were unavailable for use by FAST SHOP.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 9. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 9.

Table 9 *			
Indicator		Individual decompliance	Compliance
9	Availability of the unproductive Environments (homologation, development and performance)	x <98.00%	x >= 98.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Accumulated Apuration Period.

3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Form of opening of the ticket (phone, web, automatic, others).
2. Ticket opening time.
3. Ticket number.
4. Listening queue.
5. Severity.
6. Time and start date of the unavailability.
7. Time and date of return of the system health to the users.
8. Duration of unavailability in minutes for each measured indicator.
9. Closing time of the ticket.
10. Unavailability expunged from the calculation.
11. Reason for expunging the unavailability of the calculation.
12. Queue that the ticket has been closed.
13. User who closed the ticket.
14. Category of the ticket.

15. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Availib System	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
TTa	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	4320 0	43200	43200	4320 0	4320 0	4320 0
TFa	240	120	80	60	100	110	140	0	0	110	100	60
Monthly Measurement	99.44 %	99.72 %	99.81 %	99.86 %	99.77 %	99.75 %	99.68 %	100.0 0%	100.0 0%	99.75 %	99.77 %	99.86 %

Measurement-Accumulated Measurement Period

<i>%Availib System</i>	<i>Accumulated Measurement Period</i>
TTa	518400
TFa	1120
Accumulated Measurement	99.78%

### 3.10. Application and Call Solution Support (Severity 1)

16. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 1 (one) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
17. Moment of Measurement: Monthly.
18. Periods of Measurement:
1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{100} * \#TotCham$$

Where:

<b>%Sol</b>	Rate of ticketing solution in the Measurement Period
<b>#ChamSol</b>	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
<b>#TotCham</b>	Total amount of tickets solved in the Measurement Period

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 10. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 10.

Table 10 *			
Indicator		Individual decompliance	Compliance
1 0	Call Solution / Applications- Severity 1	x <98.00%	x >= 98%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:



1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated
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	<i>Measurement Period</i>
<i>#TotCham</i>	1960
<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.11. Application and Call Solution Support (Severity 2)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 2 (two) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 11. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 11.**

Table 11 *			
Indicator		Individual decompliance	Compliance
1	Call Solution / Applications- Severity 2	x <96.00%	x >= 96%
1			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.12. Application and Call Solution Support (Severity 3)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 3 (three) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 12. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 12.**

Table 12 *			
Indicator		Individual decompliance	Compliance
1	Call Solution / Applications- Severity 3	x <90.00%	x >= 90%
2			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%



### 3.13. Application and Call Solution Support (Severity 4)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 4 (four) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 13. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 13.**

Table 13 *			
Indicator		Individual decompliance	Compliance
1	Call Solution / Applications- Severity 4	x <90.00%	x >= 90%
3			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

18. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.14. Reopening of Application Call

19. Description: Mede the percent of "Reopening of Calls."

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Reab = \frac{\# IncidReab}{\# TotEncerrado} * 100$$

Where:

<i>%Reab</i>	Total reopening of tickets in the Measurement Period
<i>#IncidReab</i>	Amount of tickets reopened by FAST SHOP in the Month Period
<i>#TotEncerrados</i>	Total amount of tickets terminated by IBM in the Month Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 14. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 14.**

Table 14 *			
Indicator		Individual decompliance	Compliance
1 4	Reopening of Calls Application	x > 10%	x <= 10%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.

2. Period of Accumulated Apuration.

3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Form of opening of the ticket (phone, web, automatic, others).
2. Ticket opening time.
3. Ticket number.
4. Listening queue.
5. Severity.
6. Listening time.
7. Time the call stayed in Hold.
8. Reason why the ticket stayed in Hold.
9. Closing time of the ticket.
10. Time of reopening of the ticket.
11. User who opened the ticket.
12. Called expunged.
13. Reason for the tickets that were expunged.
14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
15. Queue that the ticket has been closed.
16. User who closed the ticket.
17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Reab	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotEncerrados	120	150	130	190	180	180	170	170	160	160	180	170
#IncidReab	12	14	10	20	19	10	16	17	16	15	18	17
Monthly Measurement	10.00 %	9.33 %	7.69 %	10.53 %	10.56 %	5.56 %	9.41%	10.00 %	10.00 %	9.38 %	10.00 %	10.00 %

**Measurement-Accumulated Measurement Period**

<i>%Reab</i>	<i>Accumulated Measurement Period</i>
<i>#TotEncerrados</i>	1960
<i>#IncidReab</i>	184
Accumulated Measurement	9.39%

### 3.15. Delay in Completion of Projects

19. **Description:** Mede the percent of IBM Service in the deadline estimates for the service requests by FAST SHOP, comparing the actual deadline of satisfactory completion of each project with the schedule set by IBM, for the completion of the projects requested by FAST SHOP.
20. **Moment of Measurement:** Monthly (Obs.: each measurement will take into account the projects delivered in each month).
21. **Periods of Measurement:**
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. **Relevant Measurement Period:**
  1. Accumulated Measurement Period.
  2. **Measurement:** The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%AtrasoProject = \frac{(\#DiasReal - \#DiasEstimado)}{\#DiasEstimado} * 100$$

Where:

<b>%AtrasoProject</b>	Project delay percentage
<b>#DiasReal</b>	Amount of days actually spent on the project
<b>#DiasEstimado</b>	Estimated total duration, in days, of the project

Obs.: in the case of more than one project delivered in the same month, the variables of this formula will correspond to the sum of the estimated days (example: #DiasEstimado project A + #DiasEstimado project B + #DiasEstimado project C) and realized (example: #DiasReal project A + #DiasReal project B + #DiasReal project C) of each project.

3. **Compliance / Disfulfillment:** IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 15. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 15.

Table 15 *			
Indicator		Individual decompliance	Compliance
1 5	Delay in Completion of the Project	x > 10.00%	x <= 10%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. General timetable per project.
  2. Date inicio and end of each project step.
  3. Days in delay by phase of the project.
  4. Accepted from each step of the project.

5. Illustrative Example:

**Measurement-Monthly Measurement Period**

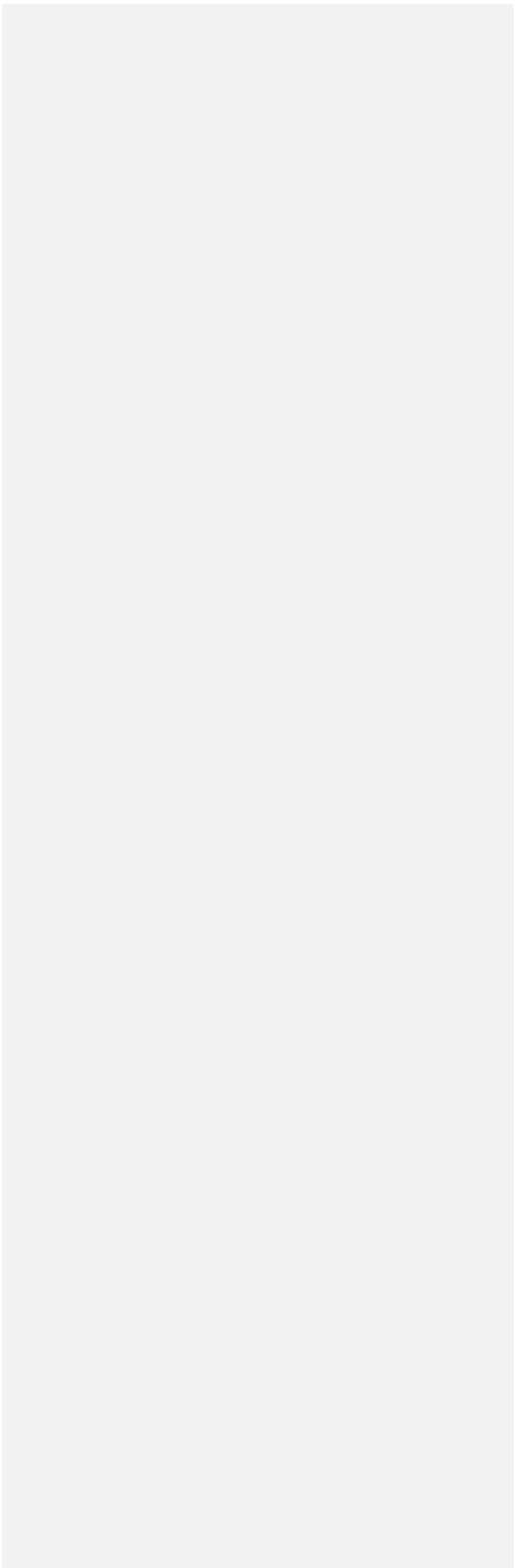
%AtrasoProject	Mont h 1	Mon th 2	Mon th 3	Mon th 4	Mon th 5	Mon th 6	Mon th 7	Mon th 8	Mon th 9	Mon th 10	Mon th 11	Mon th 12
#DiaEstimado A	120		30	45		120		30	45	120		
#DiaEstimado B	40	50	45			40	50	45		40		
#DiaEstimado C	80	18	50	30		80	18	50	30	80		
#DiasReal A	135		31	55		135		31	46	140		
#DiasReal B	40	49	49			40	49	49		40		
#DiasReal C	60	19	52	30		60	20	52	30	80		
Monthly Measurement	- 2.08 %	0.00 %	5.60 %	13.33 %		- 2.08 %	1.47 %	5.60 %	1.33 %	8.33 %		

**Measurement-Accumulated Measurement Period**

%AtrasoProject	Accumulated Measurement Period
#DiaEstimado A	510
#DiaEstimado B	310
#DiaEstimado C	436
#DiasReal A	573
#DiasReal B	316
#DiasReal C	403
Accumulated	2.87%



Measurement	
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### 3.16. Errors of Homologation Tests

6. **Description:** Mede the percent of IBM service by evaluating the amount of defects found during the application homologation test developed for a given project requested by FAST SHOP.

Every Measurement Period will be computed the total screenings of approved type-approval tests during the definition of the project that have been executed and how many of these have been refused or accepted with caveats.

7. **Moment of Measurement:** Monthly (Obs.: each measurement will take into account the screenings of completed tests in each month).

8. **Periods of Measurement:**

1. Monthly Measurement Period.
2. Accumulated Measurement Period.

3. **Relevant Measurement Period:**

1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%ErrosRotHomol = \frac{\#RoteirosErroHomol}{\#Roteiros} * 100$$

Where:

<b>%ErrosRotHomol</b>	Percentage of screenings of refused tests
<b>#RoteirosErroHomol</b>	Quantity of screenings of refused or accepted tests with severe caveats in the Measurement Period
<b>#Roteiros</b>	Total amount of screenings of tests performed in the Measurement Period

3. **Compliance / Disfulfillment:** IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 16. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 16.

Table 16 *			
Indicator		Individual de compliance	Compliance
1	Errors of Homologation Tests	x> 10.00%	x <= 10%
6			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. General timetable per project.
  2. Total cases of tests to be performed.
  3. Total screenings of tests performed.
  4. Total errors in the homologation of test screenings.
  5. Accept or recurse users for the screenings of executed tests.
6. Illustrative Example:

**Measurement-Monthly Measurement Period**

<i>%ErrosRotHomol</i>	Mon th 1	Mon th 2	Mon th 3	Mon th 4	Mon th 5	Mon th 6	Mon th 7	Mon th 8	Mon th 9	Mon th 10	Mon th 11	Mon th 12
<i>#Roteiros</i>	25	20	30	30	25	20	30	20	30	25	30	25
<i>#RoteirosErroHomol</i>	2	2	0	1	2	2	0	2	0	2	0	2
Monthly Measurement	8.57 %	6.25 %	0.00 %	3.33 %	8.57 %	6.25 %	0.00 %	6.25 %	0.00 %	8.57 %	0.00 %	8.57 %

**Measurement-Accumulated Measurement Period**

<i>%ErrosRotHomol</i>	<i>Accumulated Measurement Period</i>
<i>#Roteiros</i>	310
<i>#RoteirosErroHomol</i>	15
Accumulated Measurement	4.84%

### 3.17. Infrastructure Support and Call Solution (Severity 1)

7. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 1 (one) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
8. Moment of Measurement: Monthly.
9. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{100} * \#TotCham$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. **Compliance / Disfulfillment**: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 17. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 17.

Table 17 *			
Indicator		Individual decompliance	Compliance
1 7	Call Solution / Data Center- Severity 1	x <97.00%	x >= 97%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
------	-----------------------------------

<i>#TotCham</i>	1960
<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.18. Infrastructure Support and Call Solution (Severity 2)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 2 (two) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
20. Moment of Measurement: Monthly.
21. Periods of Measurement:
1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 18. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 18.**

Table 18 *			
Indicator		Individual decompliance	Compliance
1 8	Call Solution / Data Center- Severity 2	x <96.00%	x >= 96%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960



<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.19. Infrastructure Support and Call Solution (Severity 3)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 3 (three) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 19. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 19.**

Table 19 *			
Indicator		Individual decompliance	Compliance
1 9	Call Solution / Data Center- Severity 3	x <95.00%	x >= 95%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
------	-----------------------------------

<i>#TotCham</i>	1960
<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.20. Infrastructure Support and Call Solution (Severity 4)

19. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 4 (four) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
20. Moment of Measurement: Monthly.
21. Periods of Measurement:
1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
  3. Relevant Measurement Period:
  4. Accumulated Measurement Period.
  5. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

6. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 20. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 20.**

Table 20 *			
Indicator		Individual decompliance	Compliance
2 0	Call Solution / Data Center- Severity 4	x <92.00%	x >= 92%

\* "x" means the percent of ascertained performance, as per the applicable formula

7. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the chamado.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.21. Reopening of DataCenter Call

19. Description: Mede the percent of "Reopening of Calls."

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Reab = \frac{\# IncidReab}{\# TotEncerrado} * 100$$

Where:

<i>%Reab</i>	Total reopening of tickets in the Measurement Period
<i>#IncidReab</i>	Amount of tickets reopened by FAST SHOP in the Month Period
<i>#TotEncerrados</i>	Total amount of tickets terminated by IBM in the Month Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 21. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 21.**

Table 21 *			
Indicator		Individual decompliance	Compliance
2	Reopening of DataCenter Calls	x> 10.00%	x <= 10%
1			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.

2. Period of Accumulated Apuration.



3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Form of opening of the ticket (phone, web, automatic, others).
2. Ticket opening time.
3. Ticket number.
4. Listening queue.
5. Severity.
6. Listening time.
7. Time the call stayed in Hold.
8. Reason why the ticket stayed in Hold.
9. Closing time of the ticket.
10. Time of reopening of the ticket.
11. User who opened the chamado.
12. Called expunged.
13. Reason for the tickets that were expunged.
14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
15. Queue that the ticket has been closed.
16. User who closed the ticket.
17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Reab	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotEncerrados	120	150	130	190	180	180	170	170	160	160	180	170
#IncidReab	12	14	10	20	19	10	16	17	16	15	18	17
Monthly Measurement	10.00 %	9.33 %	7.69 %	10.53 %	10.56 %	5.56 %	9.41%	10.00 %	10.00 %	9.38 %	10.00 %	10.00 %

**Measurement-Accumulated Measurement Period**

<i>%Reab</i>	<i>Accumulated Measurement Period</i>
<i>#TotEncerrados</i>	1960
<i>#IncidReab</i>	184
Accumulated Measurement	9.39%

### 3.22. Reopening of Network Call

19. Description: Mede the percent of "Reopening of Calls."
20. Moment of Measurement: Monthly.
21. Periods of Measurement:
1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Reab = \frac{\# IncidReab}{\# TotEncerrado} * 100$$

Where:

%Reab	Total reopening of tickets in the Measurement Period
#IncidReab	Amount of tickets reopened by FAST SHOP in the Month Period
#TotEncerrados	Total amount of tickets terminated by IBM in the Month Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 22. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 22.**

Table 22 *			
Indicator		Individual decompliance	Compliance
2	Reopening of Network Calls	x> 10.00%	x <= 10%
2			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:
1. Monthly Measurement Period.
  2. Accumulated Apuration Period.

3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Form of opening of the ticket (phone, web, automatic, others).
2. Ticket opening time.
3. Ticket number.
4. Listening queue.
5. Severity.
6. Listening time.
7. Time the call stayed in Hold.
8. Reason why the ticket stayed in Hold.
9. Closing time of the ticket.
10. Time of reopening of the ticket.
11. User who opened the ticket.
12. Called expunged.
13. Reason for the tickets that were expunged.
14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
15. Queue that the ticket has been closed.
16. User who closed the ticket.
17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Reab	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotEncerrados	120	150	130	190	180	180	170	170	160	160	180	170
#IncidReab	12	14	10	20	19	10	16	17	16	15	18	17
Monthly Measurement	10.00 %	9.33 %	7.69 %	10.53 %	10.56 %	5.56 %	9.41%	10.00 %	10.00 %	9.38 %	10.00 %	10.00 %

**Measurement-Accumulated Measurement Period**

<i>%Reab</i>	<i>Accumulated Measurement Period</i>
<i>#TotEncerrados</i>	1960
<i>#IncidReab</i>	184
Accumulated Measurement	9.39%

### 3.23. Percent of Backup executed successfully

19. Description: Mede the percent of IBM in running successfully backed up. The apuration shall indicate the quantity in the Measurement Period of all the backup procedures performed. In case the daily run does not reach 100% backup performed successfully, IBM has an obligation to reprocess the backup, thereby achieving 100% success.

20. Moment of Measurement: Monthly.

21. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Backup = \frac{\#BKSucesso}{\#BKTtotal} * 100$$

Where:

<i>%Backup</i>	Percentage of backup realized successfully without reprocessing in the Measurement Period.
<i>#BKSucesso</i>	Amount of backup realized without need for reprocessing in the Measurement Period
<i>#BKTtotal</i>	Total amount of backup with no need for reprocessing in the Realized Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 23. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 23.**

Table 23 *			
Indicator		Individual decompliance	Compliance
2	Percent of Backup executed successfully	x <97%	x> = 97%
3			

\*"x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data that must appear from the mentioned report for backup in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Backup\_id.
2. BackupDay.
3. StartDateTime.
4. Duration (HH:MM: SS).
5. ClientName.
6. Level.
7. Status.

8. Illustrative Example:

**Measurement-Monthly Measurement Period**

<i>%Backup</i>	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
<i>#BKTotal</i>	200	200	200	200	200	200	210	215	215	220	205	205
<i>#BKSucesso</i>	198	198	198	190	199	200	205	211	211	219	204	200
Monthly Measurement	99.00 %	99.00 %	99.00 %	95.00 %	99.50 %	100.0 0%	97.62 %	98.14 %	98.14 %	99.55 %	99.51 %	97.56 %

**Measurement-Accumulated Measurement Period**

<i>%Backup</i>	<i>Accumulated Measurement Period</i>
<i>#BKTotal</i>	2470
<i>#BKSucesso</i>	2433
Accumulated Measurement	98.50%

### 3.24. Percent of Restore executed successfully

9. Description: Mede the percent of IBM in successfully running the restore. The apuration shall indicate the quantity in the Measurement Period of all the restore procedures performed. In case the run does not reach 100% of restore successfully performed in the first processing, IBM has an obligation to reprocess the restore, thereby obtaining 100% success.
10. Moment of Measurement: Monthly.
11. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Restore = \frac{\#RSSucesso}{\#RSTotal} * 100$$

Where:

<i>%Restore</i>	Percentage of backup realized successfully without reprocessing in the Measurement Period.
<i>#RSSucesso</i>	Amount of backup realized without need for reprocessing in the Measurement Period
<i>#RSTotal</i>	Total amount of backup with no need for reprocessing in the Realized Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 24. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 24.**

Table 24 *			
Indicator		Individual decompliance	Compliance
2	Percent of Restore executed successfully	x <97%	x >= 97%
4			

\* "x" means the percent of ascertained performance, as per the applicable formula



4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data that must appear from the mentioned report to restore in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Backup\_id.
  2. BackupDay.
  3. StartDateTime.
  4. Duration (HH:MM: SS).
  5. ClientName.
  6. Status.

7. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Restore	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Month 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#RSTotal	100	100	100	100	100	100	110	115	115	120	105	105
#RSSucesso	98	98	98	99	90	100	105	111	111	119	104	100
Monthly Measurement	98.00 %	98.00 %	98.00 %	99.00 %	90.00 %	100.0 0%	95.45 %	96.52 %	96.52 %	99.17 %	99.05 %	95.24 %

**Measurement-Accumulated Measurement Period**

%Restore	Accumulated Measurement Period
#RSTotal	1270
#RSSucesso	1233
Accumulated Measurement	97.09%

### 3.25. Percent of Servers with updated antivirus

8. Description: Mede the percent of IBM in running successfully from the antivirus update with the latest vaccine made available by the Manufacturer. The apuration must indicate the quantity in the Measurement Period of all the performed updates.

9. Moment of Measurement: Monthly.

10. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%ServerCurrent = \frac{\#ServidAtualizadoSucesso}{100} * \#TotalServidores$$

Where:

<i>%ServerCurrent</i>	Percentage of servers with the last updated antivirus vaccine, on the last day of the Measurement Period.
<i>#ServidAtualizadoSucesso</i>	Quantity of servers with the latest antivirus vaccine updated on the last day of the Measurement Period
<i>#TotalServidores</i>	Total amount of park servers on the last day of the Measurement Period.

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 25. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 25.**

Table 25 *			
Indicator		Individual decompliance	Compliance
2 5	Percent of Servers with updated antivirus	x <99.50%	> = 99.50%

\*"x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Antivirus Content.
  2. Download Protection Content.
  3. Last time status changed.
  4. Last Scan Time.
  5. Computer Name.
  6. Operating System.
  7. IP Address.

8. Illustrative Example:

**Measurement-Monthly Measurement Period**

<i>%ServerCurrent</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
<i>#TotalServidores</i>	240	240	240	240	240	240	240	300	240	240	240	240
<i>#ServidAtualizado Sucesso</i>	239	238	239	239	239	240	240	295	240	240	240	240
Monthly Measurement	99.58 %	99.17 %	99.58 %	99.58 %	99.58 %	100.0 0%	100.0 0%	98.33 %	100.0 0%	100.0 0%	100.0 0%	100.0 0%

**Measurement-Accumulated Measurement Period**

<i>%ServerCurrent</i>	<i>Accumulated Measurement Period</i>
<i>#TotalServidores</i>	2940
<i>#ServidAtualizado Sucesso</i>	2929
Accumulated Measurement	99.63%

### 3.26. Percent of Work Stations with updated antivirus

9. Description: Mede the percent of IBM in running successfully from the antivirus update with the latest vaccine made available by the Manufacturer. The apuration must indicate the quantity in the Measurement Period of all the performed updates.

10. Moment of Measurement: Monthly.

11. Periods of Measurement:

1. Monthly Measurement Period.

2. Accumulated Measurement Period.

3. Relevant Measurement Period:

1. Accumulated Measurement Period.

2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

1.

$$\%StatUpdated = \frac{\#Esta\check{c}aAtualizadoSucesso}{100} * \frac{\#TotalEsta\check{c}o\tilde{e}s}{100}$$

Where:

<i>%StaUpdated</i>	Percentage of workstations with the last updated antivirus vaccine on the last day of the Measurement Period.
<i>#Esta\check{c}aAtualizadoSucesso</i>	Quantity of workstations in the Period of Medi\c{c}ao.com the last updated antivirus vaccine
<i>#TotalEsta\check{c}o\tilde{e}s</i>	Total amount of workstations of the park on the last day of the Measurement Period.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 26. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 26.

Table 26 *			
Indicator		Individual decompilance	Compliance
26	Percent of Work Stations with updated antivirus	x <90.00%	> = 90.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

\* should be considered only the stations on line and with sufficient data link and available for update

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.

3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Pattern Date.
2. Time Stamp.
3. Last time status changed.
4. Auto-Protect On.
5. Infected.
6. Last Scan Time.
7. Computer Name.
8. Computer Domain Name.
9. IP Address1.

**10. Illustrative Example:**

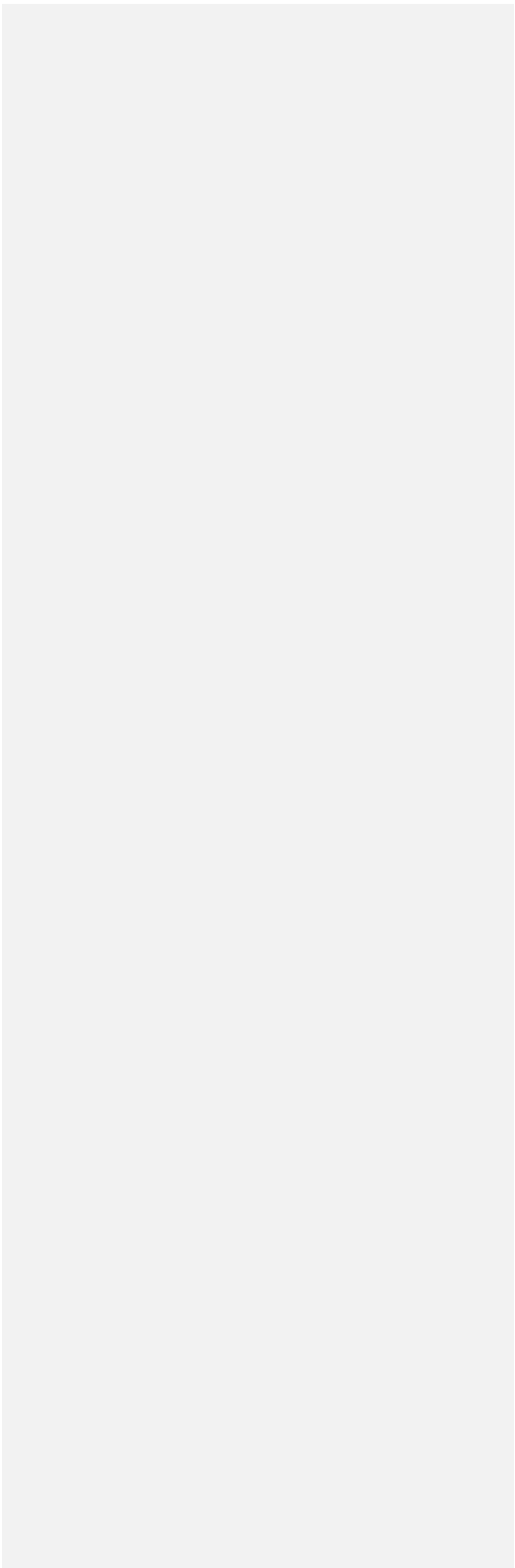
**Measurement-Monthly Measurement Period**

<i>%StaUpdated</i>	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
<i>#TotalEstações</i>	3000	3000	3000	3000	3000	3050	3050	3050	3050	3050	3050	3050
<i>#EstaçãoAtualizadoSucesso</i>	2900	2800	3000	2700	2690	2690	3040	3040	3040	2980	2750	2750
Monthly Measurement	96.67 %	93.33 %	100.00 %	90.00 %	89.67 %	88.20 %	99.67 %	99.67 %	99.67 %	97.70 %	90.16 %	90.16 %

**Measurement-Accumulated Measurement Period**

<i>%StaUpdated</i>	<i>Accumulated Measurement Period</i>
<i>#TotalEstações</i>	36350
<i>#EstaçãoAtualizadoSucesso</i>	34380
Accumulated	94.58%

Measurement	
-------------	--



### 3.27. Call Solution support by the Field Service team (Severity 1)

1. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 1 (one) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{100} * \#TotCham$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 27. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 27.**

Table 27 *			
Indicator		Individual decompliance	Compliance
2	Call Solution / End User- Severity 1	x <98.00%	x> = 98.00%
7			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the chamado.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
------	-----------------------------------



<i>#TotCham</i>	1960
<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.28. Call Solution support by the Field Service team (Severity 2)

1. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 2 (two) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 28. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 28.**

Table 28 *			
Indicator		Individual decompliance	Compliance
2 8	Call Solution / End User- Severity 2	x <90.00%	x >= 90.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.29. Call Solution support by the Field Service team (Severity 3)

1. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 3 (three) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

<b>%Sol</b>	Rate of ticketing solution in the Measurement Period
<b>#ChamSol</b>	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
<b>#TotCham</b>	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 29. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 29.

Table 29 *			
Indicator		Individual decompliance	Compliance
2 9	Call Solution / End User-Severity 3	x <91.00%	x >= 91.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Accumulated Apuration Period.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.30. Call Solution support by the Field Service team (Severity 4)

1. Description: Mede the percent of the so-called settled ones at the expected time frame for severity 4 (four) (cf. item "b" of Clause 2.1. above) of the incidents reported in each ticket, with start from the time of call defined for each severity.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Sol = \frac{\#ChamSol}{\#TotCham} * 100$$

Where:

%Sol	Rate of ticketing solution in the Measurement Period
#ChamSol	Amount of tickets in the Medit Period solved within the defined time frame for the respective severity (cf. item "b" of Clause 2.1. above)
#TotCham	Total amount of tickets Solutioned in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 30. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 30.**

Table 30 *			
Indicator		Individual decompliance	Compliance
3 0	Call Solution / End User- Severity 4	x < 91.00%	x >= 91.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:



1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the chamado.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Sol	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotCham	120	150	130	190	180	180	170	170	160	160	180	170
#ChamSol	115	149	128	188	179	170	170	167	159	152	175	169
Monthly Measurement	95.83 %	99.33 %	98.46 %	98.95 %	99.44 %	94.44 %	100.0 0%	98.24 %	99.38 %	95.00 %	97.22 %	99.41 %

**Measurement-Accumulated Measurement Period**

%Sol	Accumulated Measurement Period
#TotCham	1960

<i>#ChamSol</i>	1921
Accumulated Measurement	98.01%

### 3.31. Reopening of Field Service Call

1. Description: Mede the percent of "Reopening of Calls."
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Reab = \frac{\# IncidReab}{\# TotEncerrado} * 100$$

Where:

<i>%Reab</i>	Total reopening of tickets in the Measurement Period
<i>#IncidReab</i>	Amount of tickets reopened by FAST SHOP in the Month Period
<i>#TotEncerrados</i>	Total amount of tickets terminated by IBM in the Month Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 31. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 31.**

Table 31 *			
Indicator		Individual Ordinary Disfulfillment	Compliance
3 1	Reopening of Chamados Field Service	x> 10.00%	x <= 10%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:
  1. Monthly Measurement Period.
  2. Period of Accumulated Apuration.

3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Form of opening of the ticket (phone, web, automatic, others).
2. Ticket opening time.
3. Ticket number.
4. Listening queue.
5. Severity.
6. Listening time.
7. Time the call stayed in Hold,
8. Reason why the ticket stayed in Hold.
9. Closing time of the ticket.
10. Time of reopening of the ticket.
11. User who opened the ticket.
12. Called expunged.
13. Reason for the tickets that were expunged.
14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
15. Queue that the ticket has been closed.
16. User who closed the ticket.
17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Reab	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotEncerrados	120	150	130	190	180	180	170	170	160	160	180	170
#IncidReab	12	14	10	20	19	10	16	17	16	15	18	17
Monthly Measurement	10.00 %	9.33 %	7.69 %	10.53 %	10.56 %	5.56 %	9.41%	10.00 %	10.00 %	9.38 %	10.00 %	10.00 %

**Measurement-Accumulated Measurement Period**

<i>%Reab</i>	<i>Accumulated Measurement Period</i>
<i>#TotEncerrados</i>	1960
<i>#IncidReab</i>	184
Accumulated Measurement	9.39%

### 3.32. Punctuality in Listening to IMACs

1. Description: Fear the percent of the attendees to IMACs (installation, moving, adding, and moving to network equipment, telephony, notebooks, desktops and other equipment desk side) effected in the Measurement Period in which the technician attended punctually to the location marked by the user for the realization of the IMAC. The goal of this indicator is to evaluate the punctuality of IBM's technicians in listening to the age-aggged IMACs by users. IBM must register in its systems the start time of the service. It is considered a punctual care the one in which the technician attended the marked location, in up to fifteen minutes of the hour Scheduled.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%PontualityIMAC = \frac{\#AtendPontualIMAC}{\#TotalAtendIMAC} * 100$$

Where:

$\%PontualityIMAC$	Monthly punctuality rate in local listening to IMACs in the Measurement Period
$\#AtendPontualIMAC$	Quantity of attendments to IMACs effected in the Measurement Period, classified as punctual care
$\#TotalAtendIMAC$	Total amount of IMACs booking appointments in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 32. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 32.**

Table 32 *			
Indicator		Individual decompilance	Compliance
3	Punctuality in Listening to IMACs (Installation, Move, Inclusion and Change) for Network	x <90.00%	x >= 90.00%
2			

	equipment, Teleonia, Notebooks, Desktops and other Desk Side equipment		
--	--	--	--

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:
  1. Monthly Measurement Period.
  2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with expired care deadline (cf. item "b" of Clause 2.1. above).
  15. Log with the agreed date and time with the user to carry out the listening.
  16. Queue that the ticket has been closed.
  17. User who closed the ticket.
  18. Category of the ticket>
19. Illustrative Example:

#### Measurement-Monthly Measurement Period

%PontualityIMAC	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
#TotalAtendIMAC	50	45	30	60	55	49	53	37	43	51	29	64
#AtendPontualMAC	45	43	21	56	55	48	50	27	43	50	28	61
Monthly Measurement	90.00 %	95.56 %	70.00 %	93.33 %	100.00 %	97.96 %	94.34 %	72.97 %	100.00 %	98.04 %	96.55 %	95.31 %

#### Measurement-Accumulated Measurement Period

<i>%PontualityIMAC</i>	<i>Accumulated Measurement Period</i>
<i>#TotalAtendIMAC</i>	566
<i>#AtendPontualIMAC</i>	527
Accumulated Measurement	93.11%



### 3.33. Deadline for IMAC Call

1. Description: Fear IBM's percent efficiency in the fulfillment of the IMACs within the 48h race deadline for Stores and 48h useful for the remaining cases ..
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%PreasonIMAC = \frac{\#IMACsPrazo}{\#TotalIMACs} * 100$$

Where:

<b>%PreasonIMAC</b>	Percentage of IMACS served on the deadline set in the Measurement Period
<b>#IMACsPrazo</b>	Amount of IMACS served on the deadline set in the Measurement Period
<b>#TotalIMACs</b>	Total amount of IMACs served in the Measurement Period

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 33. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 33.**

Table 33 *			
Indicator		Individual decompliance	Compliance
3	Deadline for IMAC Listening (Installation, Move, Inclusion and Change) for Network equipment, Telephony, Notebooks, Desktops and other Desk Side equipment	x <90.00%	x> = 90.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Log with the agreed date and time with the user to carry out the listening.
  16. Queue that the ticket has been closed.
  17. User who closed the ticket.
  18. Category of the ticket.

**19. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%PreasonIMA C	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotalIMACs	50	45	30	60	55	49	53	37	43	51	29	64
#IMACsPrazo	45	43	21	56	55	48	50	27	43	50	28	61
Monthly Measurement	90.00 %	95.56 %	70.00 %	93.33 %	100.0 0%	97.96 %	94.34 %	72.97 %	100.0 0%	98.04 %	96.55 %	95.31 %

**Measurement-Accumulated Measurement Period**

<i>%PreasonIMAC</i>	<i>Accumulated Measurement Period</i>
<i>#TotalIMACs</i>	566
<i>#IMACsPrazo</i>	527
Accumulated Measurement	93.11%

### 3.34. Incident Call Backlog for Field Services

1. Description: Mede the percent of incidents in backlog, which corresponds to the open incidents on the last day of the Measurement Period and unresolved.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Backlog = \frac{\#TotalVenc}{\#TotalAberto} * 100$$

Where:

<i>%Backlog</i>	MEdit Period fulfilment Backlog percentage
<i>#TotalVenc</i>	Quantity of tickets with due date of due care (cf. item "b" of Clause 2.1. above) and not closed from the Measurement Period
<i>#TotalAberto</i>	Total amount of tickets opened up to the last day of the Measurement Period

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 34. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 34.

Table 34 *			
Indicator		Individual decompliance	Compliance
3 4	Attention backlog	x> 15.00%	x <= 15.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expunged.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

%Backlog	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Month 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#TotalAberto	4500	4800	4700	4900	4650	4780	4890	4900	4950	4840	5003	5120
#TotalVenc	240	500	700	890	600	900	870	790	500	460	700	870

Monthly Measurement	5.33 %	10.42 %	14.89 %	18.16 %	12.90 %	18.83 %	17.79 %	16.12 %	10.10 %	9.50 %	13.99 %	16.99 %
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Measurement-Accumulated Measurement Period

<i>%Backlog</i>	<i>Accumulated Measurement Period</i>
<i>#TotalAberto</i>	58033
<i>#TotalVenc</i>	8020
Accumulated Measurement	13.82%

### 3.35. Degree of Inventory Precision

1. Description: Fear the percent accuracy of the equipment inventory and software used by FAST SHOP. It is aimed at measuring IBM's degree of success in keeping up to date inventory of the equipment and software used by FAST SHOP. The degree of inventory accuracy will be given by the percentage of the equipment and software whose verified information "in loco" and / or electronically coincides with the one recorded in IBM's inventory system.
2. Moment of Measurement: Annual.
3. Periods of Measurement:
  1. Accumulated Measurement Period and Biennial Measurement Period.
2. Relevant Measurement Period:
  1. Biennial Measurement Perith.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Precision = \frac{\#TotalEquipamento}{\#EquipamentosOK} * 100$$

Where:

<i>%Precision</i>	Percentage of the equipment whose verified information coincides with the one registered in IBM's inventory system
<i>#TotalEquipamento</i>	Quantity of equipment whose information raised regarding your location is identical to the one registered in the inventory system
<i>#EquipamentosOK</i>	Total amount of equipment registered in the inventory system

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 35. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 35.**

Table 35 */** /***			
Indicator		Individual decompliance	Compliance
<b>3</b> <b>5</b>	Degree of Inventory Precision	x <99.00%	> = 99.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

\*\* Cannot be accounted for equipment not found in localities where IBM does not have the management of physical security, and which demonstrably has been removed from the FAST SHOP Facility in which it has been allocated (as informed in the electronic inventory) without the knowledge of IBM

\*\*\* They cannot be accounted for Softwares on equipment that is found to be off. In this case, an escalation process should be set up so that all equipment is switched on so that the electronic or disabled inventory is done in definite.

4. Information for Measurement: Up to 10 (ten) business days after the closing of each Year, IBM will provide the information from the electronic and physical inventories, as per items "g" and "h" of Clause 3.0 of Annex A, and items "l" and "m" of Clause 4.0 of Annex A, contemplating the Period of Accumulated Measurement. The data that must appear in the mentioned report in xlsx format extracted from the official tools used.
5. Illustrative Example:

**Measurement-Measurement Period Accumulated**

<i>%Precision</i>	Year 1	Year 2
<i>#TotalEquipamento</i>	3000	3050
<i>#EquipamentosOK</i>	2999	3010
Annual measurement	99.97 %	98.69 %

**Measurement-Measurement Period Bienal**

<i>%Precision</i>	<i>Period of Measurement Bienal</i>
<i>#TotalEquipamento</i>	6050
<i>#EquipamentosOK</i>	6009
Accumulated Measurement	99.32%



### 3.36. Service Desk Service

1. **Description:** Mede the percent of the links in the Measurement Period made by users and served within the period of up to 30 (thirty) seconds or served within up to 90 (ninety) seconds, from the option of the URA. This time should be measured between the time when PABX establishes the connection to the telephone or branch of the Service Desk until the time the call is served by an Atendant. The playback of written messages is not considered to be listening.
2. **Moment of Measurement:** Monthly.
3. **Periods of Measurement:**
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. **Relevant Measurement Period:**
  1. Accumulated Measurement Period.
2. **Measurement:** The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Call = \frac{\#LATendim \leq Term}{\#LAatendtotal} * 100$$

Where:

<i>%Call</i>	Rate of attendance in the Measurement Period, in percentage
<i>#LATendim ≤ Term</i>	Quantity of links in the Measurement Period served by Service Desk at up to 30 seconds and up to 90 seconds
<i>#LATendimTotal</i>	Total amount of linkages served by the Service Desk in the Measurement Period

3. **Compliance / Disfulfillment:** IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 36. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 36.

Table 36 *			
Indicator **		Individual decompliance	Compliance
<b>36. a</b>	Listening in up to 30 seconds	x <70.00%	> = 70.00%
<b>36. b</b>	Listening in up to 90 seconds	x <95.00%	> = 95.00%

\* "x" means the percent of ascertained performance, as per the applicable formula  
 \*\* if only one of the two indicators is unmet, the target is considered unfulfilled.

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Qtde of calls per day / hour received.
  2. Qtde of calls per day / hour serviced.
  3. Waiting time for calls to be serviced by dia/hour.
  4. Qtde of abandoned bindings per dia/hour.
  5. Length of time on which each link was abandoned by dia/hour.
  6. Length of time of each call served by dia/hour.
  7. Service Desk unavailability time.

8. Illustrative Example of the attendations up to 30 seconds:

**Measurement-Monthly Measurement Period**

%Call	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Month 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#LATendimTotal	5000	5000	5400	5300	4900	5200	5100	5500	5600	5100	6000	6300
#LATendim	4500	4600	4000	3500	4500	5000	5010	5300	5000	4500	5500	5300
Monthly Measurement	90.00 %	92.00 %	74.07 %	66.04 %	91.84 %	96.15 %	98.24 %	96.36 %	89.29 %	88.24 %	91.67 %	84.13 %

**Measurement-Accumulated Measurement Period**

%Call	Accumulated Measurement Period
#LATendimTotal	64400
#LATendim	56710
Accumulated Measurement	88.06%

9. Illustrative Example of the attendations up to 90 seconds:

**Measurement-Monthly Measurement Period**

%Call	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Month 5	Mont h 6	Month 7	Month 8	Month 9	Mont h 10	Mont h 11	Mont h 12
#LATendimTotal	5000	5000	5400	5300	4900	5200	5100	5500	5600	5100	6000	6300
#LATendim	4800	4700	4900	5200	4700	5050	5050	5400	5400	4900	5800	5400

Monthly Measurement	96.00 %	94.00 %	90.74 %	98.11 %	95.92 %	97.12 %	99.02 %	98.18 %	96.43 %	96.08 %	96.67 %	85.71 %
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**Measurement-Accumulated Measurement Period**

<i>%Call</i>	<i>Accumulated Measurement Period</i>
<i>#LATendimTotal</i>	64400
<i>#LATendim</i>	61300
Accumulated Measurement	95.19%

### 3.37. Abandonment of links in Service Desk

1. Description: Mede the percent of the calls in the Medit Period abandoned by users after ninety seconds of waiting for fulfillment. Abandoned connections before thirty seconds are considered dismissal and should not be computed in the counting of the abandoned links and nor in the amount of entrant links. This time should be measured between the time when PABX establishes the connection to the telephone or branch of the Service Desk until the time the call is abandoned by the user. The playback of written messages is not considered to be listening.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Abandono = \frac{\#Ligabandonadas}{\#LigTotal} * 100$$

Where:

<i>%Abandono</i>	Dropout rate in the Measurement Period, in percentage
<i>#Ligabandonadas</i>	Quantity of links to the Service Desk in the abandoned Medit Period after waiting over ninety seconds
<i>#LigTotal</i>	Total amount of calls made to the Service Desk in the Measurement Period, expunging dismissals (abandoned links before 30 seconds standby)

3. Compliance / Disfulfillment: **IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 37. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 37.**

Table 37 *			
Indicator		Individual decompliance	Compliance
3 7	Abandoned Bindings	x> 8.00%	x <= 8.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:
  1. Monthly Measurement Period.
  2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Qtde of calls per day / hour received.
  2. Qtde of calls per day / hour serviced.
  3. Waiting time for calls to be serviced by dia/hour.
  4. Qtde of abandoned bindings per dia/hour.
  5. Length of time on which each link was abandoned by dia/hour.
  6. Length of time of each call served by dia/hour.
  7. Service Desk unavailability time.
8. Illustrative Example:

**Measurement-Monthly Measurement Period**

%Call	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
#LAtendimTotal	5000	5000	5400	5300	4900	5200	5100	5500	5600	5100	6000	6300
#LAtendim	300	400	500	400	400	300	350	340	380	400	450	400
Monthly Measurement	6.00%	8.00%	9.26%	7.55%	8.16%	5.77%	6.86%	6.18%	6.79%	7.84%	7.50%	6.35%

**Measurement-Accumulated Measurement Period**

%Call	Accumulated Measurement Period
#LAtendimTotal	64400
#LAtendim	4620
Accumulated Measurement	7.17%

### 3.38. Middle Time of Service Duration

1. Description: Fear the average time in seconds of duration of the bindings in the Measurement Period made by users. It aims to evaluate if, by phoning the Service Desk, users are being met in the time deemed reasonable
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
  2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$TAverage = \frac{\#TTotal}{\#LigTotal}$$

Where:

<i>TMiddle</i>	Average time of listening duration, in seconds
<i>#TTotal</i>	Summation of the times (in seconds) of the linkages served by the Service Desk in the month.
<i>#LigTotal</i>	Total amount of linkages served by Service Desk in the month.

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 38. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 38.

Table 38 *			
Indicator		Individual decompliance	Compliance
3 8	Middle Time of Service Duration	x> 300 seconds	x <= 300 seconds

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:

1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Qtde of calls per day / hour received.
  2. Qtde of calls per day / hour serviced.
  3. Waiting time for calls to be serviced by dia/hour.
  4. Qtde of abandoned bindings per dia/hour.
  5. Length of time on which each link was abandoned by dia/hour.
  6. Length of time of each call served by dia/hour.
  7. Service Desk unavailability time.
8. Illustrative Example:

**Measurement-Monthly Measurement Period**

<i>TMiddle</i>	Mont h 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Mont h 8	Mont h 9	Mont h 10	Mont h 11	Mont h 12
<i>#LigTotal</i>	5000	5000	5400	5300	4900	5200	5100	5500	5600	5100	6000	6300
<i>#TTTotal</i>	1500 000	1590 000	1620 000	1590 000	1490 000	1560 000	1530 000	1640 000	1680 000	1510 000	1800 000	1870 000
Monthly Measurement	300	318	300	300	304	300	300	298	300	296	300	297

**Measurement-Accumulated Measurement Period**

<i>TMiddle</i>	<i>Accumulated Measurement Period</i>
<i>#LigTotal</i>	64400
<i>#TTTotal</i>	19380000
Accumulated Measurement	301 (seconds)

### 3.39. Solution in First Contact

1. Description: Mede the percent of open tickets in the Measurement Period and solved by the attendants at the first contact. It aims to indirectly evaluate the degree of effectiveness of the training and generated documentation.
2. Moment of Measurement: Monthly.
3. Periods of Measurement:
  1. Monthly Measurement Period.
  2. Accumulated Measurement Period.
3. Relevant Measurement Period:
  1. Accumulated Measurement Period.
2. Measurement: The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%SolPrimLevel = \frac{\#ChamSolPrimCont}{\#ChamTotal} * 100$$

Where:

$\%SolPrimCont$	Percentage of solution of tickets by the Help Desk in the First Contact
$\#ChamSolPrimCont$	Amount of tickets in the month, solved in the First Contact
$\#ChamTotal$	Total amount of tickets in the month

3. Compliance / Disfulfillment: IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 39. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 39.

Table 39 *			
Indicator		Individual decompliance	Compliance
3	Tickets Solded in First Contact	x <85.00%	x> = 85.00%
9			

\* "x" means the percent of ascertained performance, as per the applicable formula

4. Information for Measurement: Up to 10 (ten) working days after the closure of each Month, IBM will provide FAST SHOP a report containing data regarding the present Indicator, for purposes of realizing the Measurements. Such data should contemplate, separately:



1. Monthly Measurement Period.
2. Period of Accumulated Apuration.
3. The data which must appear in the mentioned report in xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:
  1. Form of opening of the ticket (phone, web, automatic, others).
  2. Ticket opening time.
  3. Ticket number.
  4. Listening queue.
  5. Severity.
  6. Listening time.
  7. Time the call stayed in Hold.
  8. Reason why the ticket stayed in Hold.
  9. Closing time of the ticket.
  10. Time of reopening of the ticket.
  11. User who opened the ticket.
  12. Called expungeds.
  13. Reason for the tickets that were expunged.
  14. Called with due date of due care (cf. item "b" of Clause 2.1. above).
  15. Queue that the ticket has been closed.
  16. User who closed the ticket.
  17. Category of the ticket.

**18. Illustrative Example:**

**Measurement-Monthly Measurement Period**

<i>%SolPrimCont</i>	Month 1	Mont h 2	Mont h 3	Mont h 4	Mont h 5	Mont h 6	Mont h 7	Mont h 8	Mont h 9	Mont h 10	Mont h 11	Mont h 12
<i>#ChamTotal</i>	5000	5000	5400	5300	4900	5200	5100	5500	5600	5100	6000	6300
<i>#ChamSolPrimCont</i>	4300	4300	4600	4400	4200	4500	4400	4589	4800	4380	5200	5380

Monthly Measurement	86.00 %	86.00 %	85.19 %	83.02 %	85.71 %	86.54 %	86.27 %	83.44 %	85.71 %	85.88 %	86.67 %	85.40 %
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Measurement-Accumulated Measurement Period

<i>%SolPrimCont</i>	<i>Accumulated Measurement Period</i>
<i>#ChamTotal</i>	64400
<i>#ChamSolPrimCont</i>	55049
Accumulated Measurement	85.48%

### 3.40. Level of Satisfaction of Users

1. **Description:** Fear the percent of users ' satisfaction in the Measurement Period with the Service Desk services offered by IBM. The survey will be done with all users of the services provided. In broad outlines, the research should be composed of various issues that should cover the various aspects and the various lines of services provided by IBM.
2. **Moment of Measurement:** Semestral (February and August).
3. **Periods of Measurement:**
  1. Semestral Measurement Perith.
2. **Relevant Measurement Period:**
  1. Semestral Measurement Perith.
2. **Measurement:** The performance of this Indicator will be calculated, from the data collected and reported in the terms of the item "g" below, based on the following formula:

$$\%Satisfaction = \frac{\#UsuáriosSatisfeitos}{\#Respostas} * 100$$

Where:

<b>%Satisfaction</b>	Percentage of satisfied users
<b>#UsuáriosSatisfeitos</b>	Amount of users whose composition of the responses to the various questionnaire questions result in note 4 or 5 (users satisfied and very satisfied), from a scale of 1 a to 5
<b>#Respostas</b>	Total amount of users who responded to the survey

3. **Compliance / Disfulfillment:** IBM's obligation to meet the present Indicator will be considered compliant, regarding the Relevant Measurement Period, if the result of the above formula framed in the range described as "Fullness" in Table 40. In analogous manner, such an obligation will be reputed in situation of Individual Disfulfillment, relative to the Relevant Measurement Period, if the result of the above formula framed in the range described as "Individual Disfulfillment" in Table 40.

Table 40 *			
Indicator		Individual decompliance	Compliance
<b>40</b>	Level of Satisfaction of Users	x <80.00%	x> = 80.00%

\* "x" means the percent of ascertained performance, as per the applicable formula

4. **Information for Measurement:** Up to 10 (ten) working days after the closing of the months of March and September each year, IBM will provide FAST SHOP a report containing data regarding satisfaction surveys carried out with the Users. Such data should contemplate the Semestral Measurement Period.

5. The data which must appear in the mentioned report in .xlsx format extracted from the official tools agreed between the parties used for the registration of the data are as follows:

1. Search form submitted.
2. Amount of search forms submitted.
3. Relation of collaborators who received the research form.
4. Relation of collaborators who responded to the survey.
5. Copies of the search forms filled and answered (.pdf format).

6. Illustrative Example:

**Measurement in August 2018**

**-Research Data**

<i>%Satisfaction</i>	Data from Research concerning Mar/18 to Ago/18
<i>#Respostas</i>	500
<i>#UsuariosSatisfeitos</i>	410
Semiannual Measurement	82%

Annex B, Appendix B-2: Exemplificative List of Incidents and Respective Severities

to the

Service Master contract of Services

between

FAST SHOP and IBM

Exemplificative List of Incidents and Respective Severities



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## Exemplificative List of Incidents and Respective Severities

### Introduction

This Appendix B-2 contains an exemplificative list of incidents and their Severities, the purpose of which is to clarify the scope of the categories of Severities indicated in Appendix B-1. So that no doubt is left, the table below is dynamic and may be left over, as long as it is of common agreement between the Parties.

### Exemplificative table

Area	Example Called	Severity
Accounting	From day 26 to day 5: Error of interfaces (shopping, sales, cadasters, returns, transfers, cash reprocess and tax note)	2
Accounting	From day 26 to day 5: Error in the immobilized asset	2
E-commerce	Unavailability of the backoffice systems	1
E-commerce	Failure in the process of publishing contents (above 5 items)	1
E-commerce	Total failure in the cob processorder rance	1
E-commerce	Fail on availability / process of purchasing / browsing products (up to 5 products / orders) (Ex. do not calculate the product Freight, can't click to make the purchase, does not put product in the cart, etc)	2
E-commerce	Fail to availability / process of purchasing / browsing products (more than 5 products / orders) (Ex. do not calculate the product Freight, can't click to make the purchase, does not put product in the cart, etc)	1
Financial	Failure to communicate with Bank Bradesco ITQ/OBB-GANxNeoGridxBank Ida and Volta application, on working days	1
General	General failure of integration between systems	1
Financial	From day 26 to day 01: Divergence in the type of TM document	2
Financial	From day 26 to day 01: Divergence in the type of ORM document	2
Financial	From day 26 to day 01: Divergence in the type of SC document	2
Financial	From day 26 to day 01: Divergence on the low of credit card plots	2



Financial	Failure in ECC transaction SAP F110	1
Financial	From day 26 to day 01: Divergence between values in the ZZ payment condition	2
Financial	From day 26 to day 01: Open TEFs however when entering the customer enrollment there is neither order and no note issued	2
Financial	Virtual boxes that remain open	2
Financial	From day 26 to day 01: Services that do not compensate on the day of payment in the ECC SAP	2
Fiscal	From day 1 to day 20: Mastersaf system / Onesource completely unhealthy	1
Fiscal	From day 20 to day 27: Rejections of fictional service notes	2
Fiscal	From day 20 to day 27: Unavailability of the service tax notes interface	2
Fiscal	From day 1 to day 20: Divergence of tax notes in the ICMS-ST report	2
Fiscal	From day 1 to day 20: Failure at the interface of tax / accounting obligations	2
Fiscal	From day 1 to day 20: Divergence in the tax notes for ascertaining the ISS taxes	2
Fiscal	Unavailability Interface Bitsys	1
Fiscal / Cadastro	MDM, WCS, and SAP outage (taxbra)	1
General	Email outage (Ex. can't send external and / or internal email, can't receive external email and / or internal email, can't get logar in email, etc)	1
General	Gan Unavailability	1
General	Unavailability Site	1
General	Unavailability SITEF (debit card system and credit)	1
General	RM outage	1
General	ForPoint outage	1

General	Admin Unavailability	1
General	SAP ECC outage	1
General	SAP BCM outage	1
General	SAP CRM unavailability	1
General	BI outage	1
General	Unavailability LAN DATA Center IBM Network	1
General	Unavailability Firewall Data Center IBM	1
General	Unavailability Firewall from Fast Shop Array	1
General	Unavailability Firewall Store	1
General	Unavailability of the content filter (Proxy)	1
General	Unavailability URA	1
General	Unavailability of connection to Neogrid	1
General	Unavailability for issue of NF-and	1
General	Unavailability for NFC issuance-and	1
General	SAT unavailability in store	1
General	Unavailability of connection to Vtex	1
General	Fail on loja/CD box printers (Sev. 2 only as there is only one other contingency equipment working)	2
General	Fail on loja/CD box printers (Sev. 1 only if there is NOT other contingency equipment working)	1
General	Unavailability of internet Data Center IBM	1
General	Internet outage Fast Shop Array	1
General	Corrupted user operating system (end-user). (Ex. Operating	2

	system does not load, operating system requests restore of OS, etc)	
General	Physical problem in user equipment (end-user) (Ex. equipment does not alloy, equipment disconnects at all times, equipment with super heating, etc)	2
General	Unavailability Wireless network	1
General	Unavailability Cabeada network	1
Ecommerce	Failure to integrate or connectivity with external components (Bazaarvoice, DirectTalk, Chaordic, etc)	2
General	Unavailability of INTRANET	2
Inventory	System error that causes impact on the stock of the entire company.	1
Inventory	System error that causes impact on the stock, however not comprehensive in the company.	2
Inventory	Stock Pontual Adjustments-routine (Emovinct Change / IMEI/ Cancellations / Enter Information)	3
Inventory	System error that causes impact during inventory (WMS/WIS/GAN System)	1
List of Marriage	Comprehensive failure in the purchase process	1
List of Marriage	Comprehensive failure in the rescue process	1
List of Marriage	Comprehensive failure in Marriage List Creation	1
List of Marriage	Comprehensive login failure on the Wedding List site	1
List of Marriage	Comprehensive failure in the AF request (billing authorization)	1
List of Marriage	Error in Inclusion and Deletion of products	2
List of Marriage	Failure to send transactional e-mails (confirmation of purchase and payment)	2
Logistics	Unavailability in Omnilink (Tracking)	1
Logistics	WIS outage	1
Logistics	Unavailability of integration with Roadshow (Roteirization)	1

Logistics	GAN x WIS interface problem with 5 or more loads stopped without the possibility of release in the system	1
Logistics	GAN x WIS interface problem with less than 5 loads stopped without the possibility of release in the system	2
Logistics	Above 30% of collectors in the locality Inoperantes or without the integration with the systems	1
Logistics	Between 10% and 20% of collectors in the locality Inoperantes or without the integration with the systems	2
Logistics	EDI Logistics-Failure in file traffic (Cte; OCCURREN; DOCCOB or NOTFIS)	2
Logistics	Comprehensive problem in freight and term calculation rules (Deadline Management)	1
Logistics	Punctual problems in rules and freight calculation and deadline (Term Management)	2
Logistics	Unavailability printer labels or post office and no contingency	1
Logistics	Unavailability printer labels or post office (how much there is other contingency equipment working)	3
Logistics	Stock divergence (Negative Stock) up to 5 items	2
Logistics	Failure to automatic sending GAN email	2
Logistics	Failure in the generation of the romaneion by the GAN above 4 ungenerated romanages	1
Logistics	Failure in the generation of the romaneion by the GAN with less than 4 ungenerated romanages	2
Logistics	Failure on the freight interface between GAN and SAP	2
Logistics	Unavailability of the delivery date limiter of the orders in the Gan	1
Logistics	Hexa/IMEI not printed on the Fiscal Note above 20 NF's	2
Logistics	Failure in enrollment Hexa/IMEI	2
Stores	All inoperative store boxes	1
Stores	Shop with only 1 (one) box working	1

Stores	Shop isolated by link issues	1
Stores	Cash pendency	2
Stores	Problem with undue reservation of product (System)	2
Stores	Fail to tax coupon issue printer (Sev. 1 only if no other contingency equipment exists)	1
Stores	Fail to tax coupon issue printer (Sev. 2 only as there is only one other contingency equipment working)	2
Business	EDI Mercantil-Failure in file traffic (Pedidos; Rel. Estoq and Sale or Arq. Availability)	1
Business	GAN-Failure to perform the routine that makes calculation of the cost and margin of products	2
Business	GAN-Failure to run the RPRICE routine (did not perform or give issue in the night routine)	1
Business	GAN-Screen failure with the product pricing functionality	2
Business	GAN-Failure to run the JIT routine (Automatic Issuance of Product Purchase of products to the supplier). The applications go via EDI to the supplier, and the same carries out the delivery of these products sold by FAST SHOP on the CD' s.	2
Business	GAN-Screen fail that the negocio area (GN) realizes the Dias Pack configuration (Screen has the functionality of indicating the quantity of products that can be sold with guarantee of delivery by the supplier on the date informed on this screen)	2
SAC	Impossibility of access to DIRECT TALK	1
SAC	Lack of Access to social media and Whatsapp Web (for some operators who have this access)	2
SAC	Report Manager outage	2
SAC	Unavailability of Online Monitoring (BCM)	2
Enrollment	MDM system or its inoperative interface, impairing the enrollment of services / products	1
Services	System does not allow maintenance on pricing (price / cost) of a new service above 4 services enrolled / changed	2

Services	Integration of prices of services not updated on the sites	1
Services	Site can't sell services	1
Services	GAN fails to achieve inclusion and / or sale of services	1
Services	Does not generate and / or print the sales vouchers of services (tickets, receipts, certificates) in a box of a store	2
Services	Does not generate and / or print the sales vouchers of services (tickets, receipts, certificates) in no box of a store	1
Services	Does not generate and / or print the sales vouchers of services (tickets, receipts, certificates) in all locations	1
Services	Does not allow the Resending of service voucher (ticket, certificate-warranty, insurance, protection) of only one sale	3
Services	User is unable to make specific cancellation	2
Services	Users are unable to make cancellation of services (general incident)	1
Services	System does not generate / or fail to send the sales files and cancellations to the partners (Assurance, insurance and protection)	2
Services	Monitor Gan is not updated with the return files of the insurers (Assurance / Insurance)	2
Services	General problem for issuance of service notes	1
Services	Issue for issuance of service notes	2
Services	Issuance of service notes-Failure to send the services notes files of the prefectures (GY and GI)	2
Services	Issuance of service notes-Failure to receive the return with the tax notes of the prefectures (GY and GI)	2
Services	Roterization-system does not generate the relatorio that is used for roterization of services	2
Services	System does not allow to schedule installation	1
Services	Issuance of service notes-Referent to REPASS (for warranty and insurance)	2
Services	GAN Generential Reports are not accessible or not updated	2

Supply	EDI Mercantil-General failure in NF-and / Invoice traffic from Vendors	1
Supply	EDI Mercantil-punctual failure in NF-and / Invoice traffic from Vendors	2
Supply	GAN-Problem to schedule the receipt of products	2
Supply	GAN-Overall failure process of MRP (Automatic Reorder)	1
Supply	GAN-Problem on the TS / TZ issue screen	2
Supply	GAN-General failure in cancellation of NF	1
Supply	GAN-Fail in Pending Order / NF Portfolio reports	2
Supply	GAN-Failed to update TMPVM table / TMPEST (Sale and Stock)	2
Telephony	Failure in the SAC telephony system	1
Telephony	Failure in the telephony system in a locality	2
Telephony	Failure in the telephony system in all locations	1
Telephony	Unavailability of the SAC recorder	1

Annex C

(Charges)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*



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## 1.0 Introduction

1. This Annex C describes the methodology for the calculation of the Charges and establishes the Charges regarding the Services provided by IBM to FAST SHOP according to the Contract. The "Charges" are constituted jointly by the following items:
  1. Calculated monthly remuneration on the basis of the percent from 1.08% (a comma zero eight percent) of the FAST SHOP Gross Revenue (" Monthly Charge **of Services**"), that will be due as described in Clause 3.0.
  2. Calculated annual remuneration on the basis of the percent from 3.5% (three comma five percent) from the LAIR of FAST SHOP (" Annual Charge **of Services**"), that will be due as set out in Clause 4.0.
  3. Applicable tributes (already included in the Charges).
  4. Any other charges or adjustments provided for in this Agreement.

## 2.0 Definitions

1. "Gross Revenue" comprises, exclusively: (i) the proceeds from the sale of goods and services; and (ii) the result earned in the alhea-account operations. For the purposes of calculating the Monthly Charge of Services, do not include in Gross Revenue: (i) returns, (ii) cancellations of sales; (iii) discounts granted; (iv) interest and any charges about sales; (v) any income from investments, financial applications, capital gains, royalties, discounts or rebates received, and other income that do not arise from the sale of goods and the provision of services or not be earned through distinct channels of the Store Channels and Virtual Channels.
2. "LAIR" means the result of the exercise before the deduction of the provision of the income tax, ascertained annually in accordance with the society-based legislation and the principles of accounting generally accepted in Brazil.
3. "Termination Charges" are the values due by FAST SHOP to IBM in case of early termination of the Contract, as Clause 6.0 below.
4. "Process of Reconciliation" is the one established in the Clause 5.0 below.
5. "Month" means the calendar month.

6. "Year" means the year civil.

### 3.0 Monthly Charge of Services

1. The Monthly Charge of Services will be calculated on the basis of the FAST SHOP monthly Gross Revenue multiplied by the percent of 1.08% percent (one whole and eight hundredths percent). Payment of the Monthly Service Charge is to be carried out by FAST SHOP at the time specified in the Contract.
2. The FAST SHOP will provide monthly for IBM, up to the 9th (ninth) day of the Month, demonstratives of Gross Revenue of the Previous month, with appropriate documentation and support information. The inability of the FAST SHOP to provide that information up to the 9th (ninth) day of each month do not exime FAST SHOP of your obligations to carry out payment to IBM until the end of each Month as set out in Clause 12 of the General Terms and Conditions.
3. In case the FAST SHOP does not send to IBM the demonstratives of Gross Revenue up to the twentieth day of the Month in which they should be sent, IBM will send the invoice to the FAST SHOP contemplating value equal to that charged in the Month immediately preceding the title of Monthly Charge of Services. This payment is to be carried out by FAST SHOP within the time provided for in the Contract, and will be subject to further reconciliation for any differences to be ascertained.

### 4.0 Annual Charge of Services

1. The Annual Charge of Services will be calculated based on the LAIR of each Year, multiplied by the percent of 3.5% percent (three comma five percent). This Charge will be applicable only case the LAIR be positive. The payment of the Annual Service Charge is to be carried out by FAST SHOP at the time specified in the Contract.
2. The FAST SHOP must send the estimate of the LAIR of the Year to Day January 5 of the Year subsequent.
3. The FAST SHOP is expected to present to IBM its audited financial statements as soon as it has access to such documents.
4. Case the FAST SHOP do not send to IBM the audited financial statements of which treats the item "c" above up to thirty March of the Year subsequent to which they refer, IBM sits

since already authorized to carry out the billing of the Annual Service Charge based on the LAIR information of which treats the item "b" above. The payment of this Annual Service Charge is to be carried out by the FAST SHOP at the time specified in the Contract, and will be subject to further Process of Reconciliation for any differences to be ascertained.

## 5.0 Process of Reconciliation

1. Process of Reconciliation of the Monthly Charge of Services: from the time they are available the Gross Revenue Demonstratives (item "b" of Clause 3.0) that have not been thematically submitted by FAST SHOP to IBM (item "c" of Clause 3.0), each of the Parties may initiate the reconciliation between the values effectively due to Monthly Service Charge title (calculated based on the Gross Revenue Demonstratives of which treats the item "b" of Clause 3.0 made available superveniously) and the values billed to Monthly Service Charge title (awounded by presumption, as provided for in the item "c" of Clause 3.0). Should it constate that FAST SHOP paid out amount less than effectively due, the difference should be by it paid, without any additional charge, in 20 (twenty days) upon receipt of IBM's supplemental billing contemplating this difference. Should it constate that FAST SHOP has paid out larger than the effectively due, FAST SHOP will automatically and immediately be authorized to compensate for the amounts unduly paid with values due in future to IBM, to any title. Alternatively to the above-mentioned compensation, the exclusive FAST SHOP criterion, IBM should refund the amount paid to the largest by FAST SHOP at up to 20 (twenty) days, counted from the notification receipt issued by FAST SHOP requiring the realization of this restitution.
2. Process of Reconciliation of the Annual Service Charge: from the time the audited financial statements are available (item "b" of Clause 4.0) that have not been thematically submitted by FAST SHOP to IBM (item "c" of Clause 4.0), each of the Parties will be able to initiate the reconciliation between the values effectively due to the annual Service Charge title (calculated on the basis of the audited financial statements of which it treats the item "b" of Clause 4.0 made available superveniously) and the values billed to title of Annual Charge of Services (awounded by presumption, as provided for in the item "c" of Clause 4.0). Should it constate that FAST SHOP paid out amount less than effectively due, the difference should be by it paid, without any additional charge, in 20 (twenty days) upon receipt of IBM's supplemental billing contemplating this difference. Should it constate that FAST SHOP has paid out larger than the effectively due, FAST SHOP will automatically and immediately be authorized to compensate for the amounts unduly paid with values due in future to IBM, to any title. Alternatively to the above-mentioned compensation, the exclusive FAST SHOP criterion, IBM should refund the amount paid to the largest by FAST SHOP at up to 20 (twenty) days, counted from the notification receipt issued by FAST SHOP requiring the realization of this restitution.

## 6.0 Termination Charges

1. In the hypotheses of termination or expiration of this Agreement provided for in Clause 16 of the Contract, except in the hypotheses of: (i) course of the Vigour Period; and (ii) termination for convenience of IBM (Clause 16.2, "d", of the Contract), FAST SHOP should pay to the IBM Termination Charges whose values, decreasing in function of the time at which termination occurs, are as follows:

<b>Year of Termination</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Termination charges (in millions of reais)</b>	80	70	59	40	30	Zero	Zero	Zero	Zero

2. Termination Charges, when due, will be paid by means of annual and consecutive installments of R\$ 10,000,000.00 (ten million reais) each (except for the last instalment that will be paid for the value of the debtor balance then remaining). The debtor balance will be corrected annually by the variation of the IPCA, however, observing the limit of R\$ 10,000,000.00 (ten million reais) for payment of each annual instalment. The first annual instalment will be due only on the first day after the end of the Term Deadline.
3. In the hypothesis of a finding, at any time, of Decompliance Global, characterized as per the specifications of Annex B and Appendix B-1, the value of the Termination Charges then due by the FAST SHOP based on the above Table will be reduced by 10% (ten percent). The application of this discount is without prejudice to the right of the FAST SHOP to plead for loss and further damage arising from any inadimplments of the Agreement by IBM pursuant to the Agreement.
4. In any hypothesis of termination or termination of the Contract, all and any credits that FAST SHOP detains before IBM (inclusive of claims arising from damages, fines and penalties already having been ascertained and proven by the partese, consequently due by IBM) will be able to be deducted and compensated by FAST SHOP against any values owed by FAST SHOP to IBM. The credits of FAST SHOP that are not so deducted and compensated should be paid by IBM to the FAST SHOP, in cash, on the effective date of termination or termination of the Contract.
5. The following table summarizes the hypotheses in which the Termination Charges are due

	<b>EVENT</b>	<b>Termination charges</b>
1	Termination by Convenience by FAST SHOP	Yes
2	Termination by FAST SHOP for just cause	Yes
3	Rescission by IBM for just cause	Yes
4	Rescission by IBM for lack of payment	Yes
5	Termination by force majeure event	Yes
6	Expiration of the Contract	No
7	Termination by FAST SHOP by Adverse Changes in Financial Condition	Yes
8	Termination by IBM for Adverse Changes in Financial Condition	Yes
9	Termination by FAST SHOP by Change of Ationary Control	Yes
10	Termination by FAST SHOP for defulfillment of Services Levels by IBM	Yes
10	Termination for convenience of IBM	No

## 7.0 General Provisions

- 4- The FAST SHOP acknowledges and agrees that it will report the Gross Income and LAIR in a coherent manner and in accordance with applicable legislation.
2. FAST SHOP will pay IBM each invoice by wire transfer, check or other electronic means acceptable by IBM to an account in Brazil specified by IBM, or by another mutually

acceptable legal means written by IBM and FAST SHOP. The payment will be effected by wire transfer to a designated bank account of IBM.

Annex D

(Top Positions of IBM)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*



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## 1.0 Top Positions of IBM

3. a. This Attachment establishes the obligations of IBM regarding IBM's Major Cargos. The posts indicated as Principal Cargos of IBM are to be occupied by professionals fully dedicated to the execution of activities under the Contract up to the dates indicated below (or the end of the Services, what occurs before).

Cargo	Current Resource	Period	Minimum Stay Term
IBM Project Executive	Thiago Kleinubing	Integral	12/31/2025
IBM Infrastructure Manager	Claudia Boamorte	Integral	12/31/2025
IBM Application Manager	Antonio Baluz	Integral	12/31/2025
Manager of IBM Projects and Improvements	Aginaldo Soares	Integral	12/31/2025
IT Architect	Gregorio Momm	Integral	03/31/2019

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*Annex A*

*(Services)*

*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract  
between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA.  
on March 31, 2012.*

## 1.0 Introduction

4. This Appendix establishes IBM's obligations relating to the drawing of solutions to meet the scope of the Services and to ensure the fulfillment of the Services Levels.
5. Array of IBM Obligations: IBM's obligations include the following:

	<b>Drawing of Solutions</b>	<b>Obligation of IBM?</b> <b>(S= Sim/ N= No)</b>
1	Draw solutions (processes and technology) to meet the scope of the Services and to ensure the fulfillment of the Services Levels	S
2	Architectural/solution design and propose to FAST SHOP	S
3	Adapt the business organization to meet the solution design	N
4	Recommend improvements to any aspects of the Services included in the scope of the Contract	S
5	Implement, from start to finish, the technology solutions approved by FAST SHOP, inclusive of carrying out functional trainings in new solutions (applicable case)	S

**MASTER CONTRACT FOR SERVICE PROVISION**

**Between**

FAST SHOP

**and**

**IBM BRASIL**

**Dated from**

**March 31, 2012**

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## MASTER CONTRACT FOR SERVICE PROVISION

The Service Master Contract of Services (the "**Contract**"), vigour from the date of its signature (the "Date of Vigence"), between FAST SHOP S.A., society constituted under the laws of Brazil with registered office on Avenida Zaki Narchi, 1664 Complement Overshop-Carandiru, São Paulo, SP, Brazil, CNPJ No. 43,708,379 /0001-00 ("FAST SHOP") and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA., society constituted under the laws of Brazil with registered office in the Av. Pasteur, No. 138/146, City of Rio de Janeiro, State of Rio de Janeiro, Brazil, CNPJ No. 33,372,251 /0001-56 ("IBM") (each of them, a "Part" and jointly, the "Parties"). References in this Agreement to IBM will include your Affiliates who are providing Services in accordance with this Agreement, without prejudice to IBM's direct and exclusive liability, for any disservice of this Agreement associated with conduct or omissions of the Affiliates.

## PREÂMBLS

### 1. History and Purpose

This Contract is concluded with reference to the following:

6. The activity branch of FAST SHOP is the commercialization of electronics, retail products, and associated services in Brazil.
7. IBM is a service provider of IT operation, and proposed to FAST SHOP the provision of the Services, that should be executed under this Agreement.
8. The FAST SHOP has selected IBM to provide the Services during the Term, and IBM wishes, within a spirit of strategic cooperation, to render to FAST SHOP the Services described in this Agreement, in the Annexes and Appendices, all governed by the terms and the conditions set out in this Agreement.

### 1. Goals

The Parties agreed that the object of this Agreement consists of the provision of the Services by IBM to FAST SHOP IT operation in the support areas, infrastructure and maintenance of applications, as described in the Attachments and Appendices to this Agreement.

## **2. Structure of the Contract**

This Contract is composed, in addition to these general terms and conditions, by the following Attachments:

Annex A-Services  
Annex B-Levels of Services  
Annex C-Charges  
Annex D- Top Positions of IBM  
Annex E-Inintentionally Omitted  
Annex F-Installations  
Annex G-Governance  
Annex H-Inintentionally Omitted  
Annex I-FAST SHOP THIRD PARTY SERVICES Gift Contracts  
Annex J-Software  
Annex K-Equipment  
Annex L-Assistance à Transfer  
Annex M-Policies and Procedure of FAST SHOP  
Annex N-Inintentionally Omitted  
Annex O-Inintentionally Omitted  
Annex P-Report  
Annex Q-Minute of the Process Interface Manual Index  
Annex R-Inintentionally Omitted  
Annex S-Definitions  
Annex T-Inintentionally Omitted  
Annex U- Intentionally Omitted  
Annex V-Change Control Process  
Annex W-Competitors  
Annex X- Project Management Process  
  
Annex Y-Inintentionally Omitted

## **3. Formation of the Preamble**

9. The provisions of this Clause 1 are intended to provide a general introduction of this Agreement and a context for interpreting the terms and conditions of this Agreement, should its meanings not be clear or be ambiguous. They do not intend to change the natural meaning of this Agreement or to extend the scope of the express obligations of the Parties according to him.

## INTENTIONALLY OMITTED

## DEFINITIONS

### 1. Terms Defined

1. The terms in capital letter, when used in this Contract, will have the meanings assigned to them in Annex S (Definitions) or as otherwise contained in this instrument.

### 1. Other Terms

1. The terms in capital letter used in this Agreement, but not set out in Annex S (Definitions), are defined when used and have the meanings indicated in the Contract. These terms, siglas and phrases used in the information technology services sector and commercial processes, as applicable, which are not otherwise set out in this Agreement, will be interpreted according to the meaning generally known in the sector or in the commercial context.

## SERVICES

### 1. Provision of Services

The IBM it obliges, during the Period, inclusive during the Period Of Assistance to Transfer, to provide the Services described in Annex A (Services) or in any other part of this Agreement.

### 2. Evolution of Services

Without prejudice to other provisions of this Agreement, during the Term, IBM will be obliged to, at its expense, enhance the quality, efficiency and effectiveness of the Services to meet the Levels of Services described in Annex B, or as agreed upon between the Parties in the course of the execution of the Contract, with a view to maintaining competitiveness in the markets in which FAST SHOP acts. In this sense, IBM (i) will keep the tools, infrastructure, and other resources used by IBM updated to provide the Services; (ii) will apply innovative methodologies and techniques in the execution and delivery of the Services; and (iii) will train and provide for IBM's Personnel to be trained in the new techniques and technologies used in the information technology services sector; (iv) will keep the FAST SHOP informed about novelties launched by the industry. The Levels of Services will be able to be reviewed by the Parties, taking into

account the availability, in the market, of technologies that enable the achieving of superior service levels to those, and the circumstance of IBM being aufering remuneration (as per Annex C) which, if paid by FAST SHOP to another service provider, would enable you to benefit from these levels of superior services.

### 3. Users of the Services

IBM will provide the Services to FAST SHOP and, as assigned by FAST SHOP periodically, to the your Affiliates, licensed, Users, service providers, contractors, and other companies with whom FAST SHOP has a business relationship (each of these companies a "Service Beneficiary"). For the purposes of this Contract, the Services provided to such companies shall be considered as services provided to FAST SHOP.

### 4. Cooperation with Other Parties

1. Observed the provisions of Clause 28 of the present Contact, if the FAST SHOP perform on its own, or hire a third party to perform any services that would interface or interact with the Services, or that were previously part of the Services, IBM will cooperate commercially reasonably, without creating unwarranted obstacles, with FAST SHOP or with that third party, considering the obligations of IBM described in Annex A and aiming at the observance of the respective Service Levels described in Annex B. IBM's cooperation will include, as applicable: (i) the granting of access to the Locations of the Services and use of IBM Personnel, in the form in which it agreed with IBM, as required for that FAST SHOP or the third party performs its work, unless IBM objectively justifies that this will cause it to harm, or impact the Levels of Services; (ii) the granting of access to Equipment and Software used in the provision of the Services to the extent permitted under any applicable agreements with third parties, including access to the unproductive environments of FAST SHOP at IBM and the use of development tools and stress test *that FAST SHOP has a right of use in accordance with Annex J*; and (iii) the supply from the information related to the operating environment, system constraints, and other operating parameters required so that FAST SHOP or the third party will perform its work.
2. Third parties hired by FAST SHOP who use IBM resources or who access IBM facilities must comply the demands of confidentiality and security of IBM. IBM will notify FAST SHOP immediately if an act or omission of that third party regarding compliance of the requirements for confidentiality and security may cause a problem or delay in the provision of Services and will work with FAST SHOP to prevent or circumvent this problem or delay.

## 1. Subcontractors

During the Deadline, IBM will be able to use subcontractors to carry out part of the Services. Each subcontractor will be a presumpmaker of services qualified and of good reputation. Each subcontractor will only be able to initiate the realization of part of the Services after FAST SHOP has been communicated by IBM regarding subcontracting and the commencement date of the subcontractor's activities. The terms of any subcontract will be consistent with this Agreement, and IBM will remain responsible for your obligations relative to the services provided by the subcontractors so that, for the purposes of this Agreement, such services will be considered carried out by IBM, inclusive for purpose of afferition of the fulfilment of the Service Levels provided for in Annex B (Levels of Service). IBM will be the only point of contact of FAST SHOP with respect to any part of the Services performed by IBM through subcontractors.

## DURATION

### 2. Deadline

3. The Deadline of this Agreement will begin on the Date of Vigance and will expire on December 31, 2025 ("Deadline"), unless is rescinded in advance or is extended in accordance with the terms of this Agreement. In any case, the Contract will always vigorously apply until the end of the Transfer Assistance Period, as Annex L.
4. The Deadline may be extended, as provided for in Clause 5.2. In any case, the Contract will always vigorously apply until the end of the Transfer Assistance Period. as Annex L.

### 1. Conditions of Prolongation of the Contractual Term

The Parties, by mutual agreement, will be able to adjust the extension of the Deadline.

## EXECUTION

### 2. General Provisions on Enforcement

IBM is responsible for administering the execution, completion and delivery of the Services, subject to the cooperation and general support of the FAST SHOP as provided for in this Agreement.



### **3. Place of Execution**

IBM will perform the Services primarily on the FAST SHOP Facilities and the IBM Facilities Listed or described in Annex F (Facilities) (the "Locations of the Services"). During the Deadline, IBM will be able to relocate from a Service Location to a different Services Location, upon prior notice to FAST SHOP. IBM will be able to relocate the Services to an unlisted facility in Annex F (Facilities), provided that prior to realizing this relocation, and if this relocation is substantial, IBM will analyze and evaluate the anticipated risks and effects of the contemplated relocation on the Services and on the FAST SHOP, including the operational, technical, safety, regulatory, and other effects, and will elaborate and provide FAST SHOP a analysis of these effects and a migration plan. Unless otherwise agreed in writing by FAST SHOP, IBM will be responsible for all costs, taxes and other expenses incurred by IBM that are related to any relocation initiated by IBM from an operating facility to be of which the Services are provided. It gets right and adjusted that all the risks associated with the relocation here predicted run on account of IBM, and no relocation will serve as a scuffling for the defulfillment of any obligation of this Agreement, including of the Service Levels.

### **4. Time Run**

5. IBM will perform and complete the Services diligently and fearful and in accordance with the applicable timetables provided for in this Agreement.
6. Case a delay in the execution that is justifiably attributed to the FAST SHOP (or a third party by whom FAST SHOP is responsible) has caused or do With IBM failing to fulfill its obligations in a timely manner, IBM will use Commercially Reasonable Efforts to perform its obligations at the appropriate time, notwithstanding the non-compliance of FAST SHOP (or its third parties). If the use of the Commercially Reasonable Efforts by IBM is not sufficient to ensure the conditions required for IBM to regularly fulfill its obligations, and IBM has, for so much, to incur in additional expenses, IBM will notify FAST SHOP. Such notification should occur in advance to IBM incurs additional expenses and, should such prior notification prejudice the performance of IBM's obligations at the appropriate time, IBM should notify FAST SHOP immediately after additional expenses. In such a case, IBM's obligation to continue to make efforts to circumvent the non-performance of FAST SHOP or its third parties will subject FAST SHOP to the obligation to reimburse IBM for these reasonable additional expenses incurred during these efforts.

### **1. Form of Execution**

7. Except if provided otherwise in this Agreement, IBM will perform the Services in fulfillment with the following questions:

8. All applicable Service Levels provided in the Thenexo B (Levels of Service).
9. The Process Interface Manual.
10. Standards, policies and applicable procedures of the FAST SHOP provided to IBM with respect to this Agreement and listed in Annex M (Procedures and Policies of FAST SHOP).
11. The Laws That IBM is obliged to observe under the Clause 24.

## **1. Language**

The Services will be provided by IBM always in Portuguese language.

## **LEVELS OF SERVICE**

### **2. General Provisions**

IBM is obliged to comply with the norms of quantitative and qualitative performance regarding the Services ("Service Levels") provided for in Annex B (Levels of Service).

## **STAFF OF IBM**

### **3. General Provisions on Responsibility by IBM Staff**

IBM will make IBM's Personnel comply with the obligations and restrictions applicable to IBM under this Agreement. IBM will inform IBM Staff, and provide that they comply with the FAST SHOP POLICIES and Procedures (Annex M).

### **4. IBM Top Charges**

12. IBM, if it decides to relocate or replace the occupant professionals of the posts indicated in Annex D (IBM Major Cargos), will notify FAST SHOP in advance minimum 90 (ninety) days of the intended change, except if the relocation or replacement should be due to

causes outside of IBM's control. IBM will discuss in good faith with FAST SHOP any objections that FAST SHOP may have.

13. In the case of relocation or replacement, as per the item "a" above, IBM will adopt arrangements to introduce the new professional to the FAST SHOP team, and will adopt transition measures that favour the integration of the said professional in the environment of work associated with this Agreement.

## **1. Removal and Substitution of IBM Personnel**

1. The FAST SHOP can immediately withdraw any member of the IBM Personnel from any FAST SHOP Facilities if the person is threatening or insulting, committing a crime, participating in any dishonest act during the provision of Services for FAST SHOP or infringing on the Policies and Procedures of FAST SHOP (Annex M). If the FAST SHOP considers that any IBM Staff is not listening to the interests of FAST SHOP, then FAST SHOP will notify you in writing the Project Executives of both parties, which should make their best efforts in the sense of amicably resolving the occurred. If, after that process, FAST SHOP requests replacement of the individual, IBM will replace the individual or arrange for that individual to be replaced by another suitable qualified person.

## **RESPONSIBILITIES OF THE FAST SHOP**

### **2. Program Management Department (PMO) personnel from FAST SHOP**

The FAST SHOP will name individual (s) to act (in) as Executive(s) of Project of the FAST SHOP, and it (s) will be the main point of contact of IBM for decisions, information, approvals and acceptants required by FAST SHOP. The FAST SHOP Project Executive (s) will act as the sole responsible (s) of the FAST SHOP by the Services and will have (on) daily authority to administer the relationship on behalf of the FAST SHOP, observed the limitations regarding assignments of organs of the administration of FAST SHOP.

### **3. Cooperation of FAST SHOP**

14. To support the execution of IBM's services, FAST SHOP will seek to perform, directly or indirectly, the Roles identified in the Contract as being of its responsibility. Such cooperation may cover the supply, to IBM, of the Equipment, Software, the FAST SHOP FACILITIES and other resources that this Agreement specifies that are provided by

FAST SHOP (or by a third party for whom it is responsible). It is clarified that the eventual absence of the cooperation of FAST SHOP, here envisaged, will not entail in addition of the Contract by FAST SHOP. However, in cases where such cooperation is demonstrably necessary for the provision of the Services by IBM, IBM will be exonerated of liability for possible failure to comply with the Contract, in the strict limits on which arising from the lack of cooperation of the FAST SHOP.

15. Noted the above, the FAST SHOP will cooperate (and will arrange for third parties for whom it is responsible to cooperate) with IBM, including in making administrative decisions, information, approvals and acceptants, as reasonably requested by IBM and necessary for the IBM fulfills its obligations and responsibilities under this Agreement.

## **1. Disobligation**

**IBM's non-compliance of its obligations, including of the Service Levels under this Agreement will be disobligated if and to the extent that such non-compliance is resulting from acts or omissions of the FAST SHOP, the Beneficiaries of Services or subcontractors of the FAST SHOP for the performance of obligations under this Agreement. IBM will communicate the FAST SHOP immediately as soon as it takes notice of these acts or omissions and will communicate regarding its inability to perform its duties in accordance with these circumstances. If compliance is requested by FAST SHOP IBM will use Commercially Reasonable Efforts to comply subject to the FAST SHOP concordance of reimbursing IBM for its costs and additional expenses incurred. However, IBM will not be unaware of the fulfillment of its obligations in case FAST SHOP has communicated to the IBM Project Executive action or measure it intends to take in relation to the environment, and IBM, having science of the risks brought by such action or measure, do not make notice in this regard to FAST SHOP.**

## **CHARGES**

The Annex C (Charges) and Clause 12 (Billing and Payment) establish the Charges payable to IBM for the fulfillment of the IBM Services and other associated billings, payment procedures and financial terms.

## **TRIBUTES**

The respective responsibilities of the Parties with respect to the tributes (taxes, fees, contributions, compulsory loans and all and any other exactions charged by the competent authorities) arising out of or relating to this Agreement shall be the following:

16. Each Party shall be responsible, pursuant to applicable law, for any tributes on own real estate or on real estate by it rented, and by licensing and franchise taxes on your activities, and by tributes based on your net profit, on your revenues and / or your invoicing, as well as by tax incidents in the operations (inclusive purchase, sale and / or service provision and / or goods) by it conducted.
17. IBM will be responsible for any taxes and charges directly or indirectly incidents on goods and services used and consumed by IBM in the provision of Services, including in cases where (i) the incited tax or charge on the acquisition or use of these goods and services by IBM; and (ii) the tax or charge is measured by the costs of IBM in the acquisition of these goods or services.
18. IBM will be responsible for all and any tax, labor, pension, or any other nature payments related to, or due to, IBM Employees or the remuneration of them, inclusive of payments required to compensate an IBM Employee for compensatory tax treatment (i.e., income tax and tributes on the payroll) in the cases of travel, transfers or stay in other jurisdictions, including Brazil. It gets certain yet that IBM will not repass to the FAST SHOP the charge of no payment provided for in this item of responsibility of IBM with respect to IBM Personnel.
19. IBM is responsible, at its own risk and expense, for determining the extent (if any) where IBM is required to retain and / or collect and / or retarget national (federal, state, or local) tax or foreign taxes on (or with respect to) any products or Services provided by IBM under this Agreement in the jurisdictions in which (or from which) IBM chooses to provide the Services, or (ii) about (or with respect to) the IBM Charges for FAST SHOP second this instrument.
20. All the tax incidents or which come to focus on the payments or transactions contemplated in this Agreement, including tributes (PIS, COFINS, ISS, ICMS, IPI, etc.) incidents on the provision of the Services or sale of products by IBM or on the invoicing and revenue from IBM related to the Services provided or products sold, will be due and should be paid the respective taxpayer, as defined by applicable legislation. In this sense, the Charges by the Services provided under this Agreement already include all applicable tributes and these tributes are the sole responsibility of IBM.
21. However, it is expressly agreed between IBM and FAST SHOP that, should there be any change in the rate and / or form of calculation and / or the basis of calculation and / or the manner of payment and / or the incidence of taxes on the price, specifically the ISS and the PIS/COFINS, on the Effect Date, as well as if a new tax on the price is created or extinct the Charges will be modified in order to reflect the increase or reduction effectively occurred.
22. In a similar manner, if there is a change in the FAST SHOP Services Locations originally planned and if this change elapsed from the tax burden by virtue of double taxation by the ISS (retention) the Charges could be modified to reflect the increase or reduction in the incident tax burden on the price, specifically the ISS.

## BILLING AND PAYMENT

### 1. Billing

23. IBM will send invoice to FAST SHOP up to the 10th (tenth) day of each month regarding the Charges of the previous month (e.g., the month of April would be billed in May) regarding the month provided for in Annex C (Charges) (the "*Monthly Charges of Services*"). *IBM will send invoice to FAST SHOP up to the 10th (tenth) day of the month of April each year regarding the Charges of the year ended, as provided for in Annex C (Charges) (the "Annual Charges of Services").*
24. To the extent that a credit may be due to FAST SHOP in accordance with this Agreement, IBM will provide FAST SHOP with an appropriate credit on the following invoice against the then anticipated and due values. If no other payment is due to IBM, IBM will pay these values to FAST SHOP within 30 (thirty) days.
25. IBM will send in minimum advance of two (2) days of the invoice submission, preliminary form of each consolidated invoice regarding each monthly Charge showing detailing of the invoice as reasonably specified by FAST SHOP.
26. All Charges will be billed and payable in Reais (R\$), in accordance with the Charges provided for in Annex C (Charges).

### 1. Payment Due

The Factures described in the Clause 12.1 (a) and sent to FAST SHOP in accordance with this Agreement, concerning the Charges Monthly Services will be due in 20 (twenty) days after receipt of this invoice. The Factures described in the Clause 12.1 (a) and sent to FAST SHOP in accordance with this Agreement, concerning the Charges Annual Services will be due in 20 (twenty) days after receipt of this invoice. Any value due under this Agreement with respect to which a period of payment is not otherwise specified, will be due and payable within 30 (thirty) days after receipt of the invoice regarding this value. If any payments, or parts of uncontested payments under this Agreement, are not received by IBM within the said period and subject to Clause 12.5 below, FAST SHOP will pay to IBM 1% (a per cent) of late payment interest per month, plus, if the case, of single penalty of 1% (a per cent) after the 30th (thirtieth) day of late.

## 2. Refundable Items

27. Values Paid In Advance. If a Party has paid in advance for a service or function by which the other Party is assuming (or no longer has) Financial Responsibility under this Agreement, and if that other Party obtains financial benefit from that expense paid in advance (for example, if it is applicable to a period after which the paying Party is responsible for that expense) this other Party will reimburse to the paying Party this expense or the portion of the expense paid in advance that is attributable to periods in and after the Date of Vigance.
28. Reimbursements and Credits. If any Party receive a refund, credit or other discounts for goods or services previously paid by the other Party, then that Party shall immediately notify the other Party regarding that refund, credit or discount and shall immediately pay the full value of this refund, credit, or discount, as the case may be, to the other Party.
29. Other. As provided for in this Agreement.

## 1. Deductions

With respect to any values to be paid by FAST SHOP according to this instrument, FAST SHOP may, upon prior written notification to IBM, deduce from this value any value that IBM is obliged to pay to FAST SHOP second this instrument.

## 2. Charges Contested

30. The FAST SHOP will pay Charges unchallenged on a given invoice when these payments are due under this Clause 12 and Annex C (Charges). The FAST SHOP will be able to withhold the payment of specific Charges that FAST SHOP contesting in good faith with respect to a particular invoice (the "Contested Charges"). If these Contested Charges have already been paid, FAST SHOP will be able to deduct these Disputed Charges from future values owed by FAST SHOP to IBM. If a billed value is challenged in good faith by the FAST SHOP, then FAST SHOP will provide written notification to IBM of the controversy and the basis of this controversy. The Parties shall use the procedures of Clause 26 to remedy the matter. Should the Charges cover as many disputed items as unchallenged, FAST SHOP will pay all unchallenged items in accordance with this Agreement.
31. The Disputed Charges that FAST SHOP will be able to retain and / or compensate in accordance with Clause 12.5 (a) at any time in respect of a particular invoice under this

Agreement will not be able to exceed the value corresponding to IBM Charges by the Services according to this Agreement relating to 1 (one) calendar month immediately preceding the period respective to the invoice object of contestation (the "Maximum Contested Charge Limit"). The FAST SHOP will pay IBM any Disputed Charges that exceed the Maximum Contested Charge Limit, without prejudice to any FAST SHOP rights, under this Agreement and applicable legislation, from contesting the right of IBM to receipt of these Charges Contested.

## 1. Expenses

Unless set forth in this Agreement or otherwise agreed by the Parties in writing, any expenses that IBM incur during the provision of the Services, inclusive of tributes, as per the rules of Clause 11 (tributes), expenses related to travel, training costs, telephone and charges of submissions and costs regarding suppliers and other consumer products, are included in IBM Charges and fees in Annex C (Charges), and are not separately refundable by FAST SHOP. If and to the extent that the Parties otherwise agree in an express manner and in advance that FAST SHOP will reimburse IBM for the specific expenses, then all such expenses must be supported by appropriate supporting documentation.

## TRANSFER OR USE OF RESOURCES

This Clause 13 sets out the processes by which certain features used by FAST SHOP will be transferred or otherwise made available to IBM for use in the provision of the Services.

## 2. Property Equipment of the FAST SHOP

32. "Property Equipment of FAST SHOP" means the FAST SHOP Owned Equipment that are to be made available to IBM for use in the provision of the Services. The Property Equipment of FAST SHOP is listed or described in Annex K (Equipment). The Financial Responsibility for FAST SHOP Property Equipment will be from IBM, except if otherwise provided for in Appendix A-14 (Financial Liability Matrix).
33. From the Watch Date, FAST SHOP grants to IBM, without characterizing sale and exclusively for the purpose of providing the Services, the right to use the FAST SHOP Property Equipment listed or described in Annex K (FAST SHOP EQUIPMENT). IBM's right to use the FAST SHOP Property Equipment will endure, with respect to each item of the Equipment, up to what occurs first between (i) the date on which it is required that IBM replace this Equipment, if applicable, (ii) the termination of the provision of the Services, if applicable; or (iii) the end of the Term Limit.



34. When any FAST SHOP Property Equipment made available to IBM is no longer necessary for the execution of the Services, and in any case, when of the event that occurs first between (i) the date on which it is required that IBM replace that Equipment, if applicable (ii) the termination or termination of the Services, if applicable, or (iii) the end of the Term, IBM will return this Equipment to FAST SHOP substantially under the same conditions as it was found when IBM began to make use of it. IBM will be responsible for damage to FAST SHOP Owned Equipment caused by IBM Personnel, subject to reasonable normal wear.

#### **1. Equipment Arrendata from FAST SHOP**

35. "Leased Equipment from FAST SHOP" means the Equipment leased by FAST SHOP that are to be made available to IBM for use in the provision of the Services. The Equipment Leased from FAST SHOP are listed or described in Annex K (Equipment). The Financial Responsibility for FAST SHOP Equipment will be from IBM, except if otherwise provided for in Appendix A-14 (Financial Liability Matrix).
36. From the Effective Date, FAST SHOP grants IBM, without characterizing the assignment of the lease and exclusively for the purpose of providing the Services, the right to use the FAST SHOP Rented Equipment listed or described in Annex K (Equipments) during its remaining useful life (or the applicable lease term, if shorter) exclusively to perform the Services. IBM's right to use the FAST SHOP Leased Equipment will endure, with respect to each item of the Equipment, up to what occurs first between (i) the date on which it is required that IBM replace the FAST SHOP Equipment, If Applicable (ii) the termination or termination of the Services, if applicable, (iii) the end of the term of the applicable lease, or (iv) the end of the Term Limit. Without prejudice to IBM's Financial Responsibility for FAST SHOP Wire Equipment, if applicable, IBM will comply with the obligations imposed on FAST SHOP by the leases of these FAST SHOP Rented Equipment that have been disclosed in writing to IBM. Equipose yourself for the written disclosure for all purposes the provision to IBM of copy of the tenancy agreements, or of any other instruments that discipline or list the obligations imposed on FAST SHOP by the leases of the Equipment Leased from the FAST SHOP.
37. When any FAST SHOP Leased Equipment is no longer necessary for the execution of the Services, and in any case, when than first occurs between (i) the date on which it is required that IBM replace such Equipment, if applicable (ii) the termination or cessation of the Services, if applicable, (iii) the end of the applicable lease term, or (iv) the end of the Term, IBM will return this Equipment to FAST SHOP substantially under the same conditions as it was found when IBM began to make use of of him. IBM will be responsible for damage to FAST SHOP Equipment Leased caused by IBM Personnel, subject to reasonable normal wear and wear.

## **1. Third party Services Gift Contracts of the FAST SHOP**

38. "FAST SHOP Third-Party Services Provision Contracts" means the third-party contractors of FAST SHOP that are made available to IBM for the provision of Services. The FAST SHOP Third-Party Services Gift Agreements are listed in Annex I (Third Party Services Gift Contracts).
39. The FAST SHOP grants IBM, without characterizing the assignment of that contract, the right to use the services provided to FAST SHOP under the FAST SHOP Third-Party Services Provision Contracts listed or described in Annex I (Gift Contracts of Third-party services of FAST SHOP) during the applicable contractual deadline and exclusively to perform the Services. If applicable, IBM will comply the obligations imposed on the FAST SHOP by the FAST SHOP Third-party Services Gift Contracts that are disclosed in writing to IBM. Equipose yourself for the written disclosure for all purposes the provision to IBM of copy of the FAST SHOP Third-Party Services Provision Contracts, or any other instruments that discipline or list the obligations imposed on FAST SHOP.
40. When the FAST SHOP Third-Party Services Contracts are no longer necessary for the execution of the Services, and in any case, when than first occurs between (i) the termination or termination of the Services, if applicable, (ii) the end of the contractual term agreed, or (iii) the end of the Term End, IBM will cease to use these FAST SHOP Third-Party Service Contracts, provided that in common agreement with FAST SHOP.

## **1. Facilities of the FAST SHOP**

41. "Facilities of the FAST SHOP" means the premises owned by FAST SHOP, leased, located by this or otherwise under the possession of the FAST SHOP, to which IBM has access to a provision of the Services. The Facilities of FAST SHOP are listed in Annex F (Installations). The FAST SHOP grants IBM the right to access the FAST SHOP Facilities in accordance with the terms of this Agreement andxclusively as required to perform the Services until the event that occurs first between (i) the termination or cessation of the Services, if applicable (ii) the end of the Term, or (iii) the end of the applicable lease term or when the FAST SHOP no longer has the right to access or use the FAST SHOP Installation. In case FAST SHOP is no longer entitled to access or use of a FAST SHOP facility that was being used by IBM to provide the Services, FAST SHOP will offer a suitable FAST SHOP Installation for IBM to be used during the provision of the Services, in accordance with Clause 9.2. Such right of access will not mitigate the possession of the FAST SHOP on the Installations of FAST SHOP, and it can be cassated at any time by the FAST SHOP, becoming clear, however, that in this case FAST SHOP will be solely responsible for the adverse consequences that perhaps suffer the Services by virtue of such a cassation. IBM will observe all orders from FAST

SHOP related to access to FAST SHOP FACILITIES. With respect to the FAST SHOP Facilities that are located, IBM will comply with the obligations of FAST SHOP pertinent to the respective contracts from lease, provided that FAST SHOP has provided IBM with advance notice in writing of these obligations or has provided a copy of the lease agreement or the instruments that discipline such obligations.

42. Annex A (Services) and Appendix A-14 (Financial Liability Matrix) establish IBM's Financial Liability Obligations and the FAST SHOP cooperation assignments achievable to the administration and maintenance of the building and systems of electric power, water, sewage, lighting, heating, ventilation and air conditioning of the immovable, physical security services and general security and landscaping services (including by monitoring and maintaining the power supply system without interruption, air handling units and water coolers that are the main support of the raised floor environment in these FAST SHOP Facilities) for IBM to pay the Services.
43. The FAST SHOP will inform IBM regarding any plans or determination to relocate the FAST SHOP Facilities such that IBM will have reasonable time to prepare and implement the relocation, as it affects IBM.. The FAST SHOP agrees to reimburse IBM for the reasonable additional expenses of IBM incurred in that relocation, subject to notification and prior approval by FAST SHOP.
44. IBM may use the FAST SHOP Facilities exclusively for the purpose of providing the Services, observed the availability of space. This use will be free of charge to IBM during the Term Deadline. The use of the FAST SHOP Facilities by IBM will not constitute a lease or other right of ownership in favor of IBM.
45. The IBM will access the FAST SHOP FACILITIES in an efficient manner and in a way that does not affect the commercial operations of FAST SHOP. IBM is responsible for any damages to FAST SHOP Facilities resulting from the abuse, misuse, carelessness or neglect of IBM, or other non-compliance with its obligations under this Agreement with respect to the FAST SHOP FACILITIES.
46. IBM will keep the FAST SHOP Facilities in good order, will not commit or allow the waste or damage to them or the use thereof for any act or illicit objective. IBM will comply the policies and procedures of FAST SHOP and the rules and procedures made available to IBM in writing with respect to the access and use of the FAST SHOP Facilities, including with respect to the procedures for the physical security of FAST SHOP FACILITIES.
47. IBM cannot make improvements or changes that involve structural, mechanical or electrical changes in the FAST SHOP Facilities without the prior written approval of FAST SHOP. In any case, any possible changes carried out by IBM will not be indenizable.

48. When the FAST SHOP Facilities are no longer necessary for the execution of the Services, or in any case, when the termination or termination of this Agreement (or the applicable lease term, if any shorter), IBM you will no longer be able to access the FAST SHOP FACILITIES.
49. The FAST SHOP ensures that during the Deadline, The Facilities of FAST SHOP will not offer unsafe conditions or hazardous materials. If the FAST SHOP becomes aware of the existence of any unsafe conditions or hazardous materials in the FAST SHOP Facilities, FAST SHOP will immediately provide IBM with written notification specifying the nature and location of this condition unsafe or hazardous materials. IBM reserves the right to terminate the execution of the Services affected by this unsafe condition or by the presence of hazardous materials until this unsafe condition or presence of hazardous materials is sane.
50. Observed the provisions of Clause 9.2., FAST SHOP will ensure that the FAST SHOP FACILITIES while they are accessed by IBM, provide a safe working environment, including in compliance with any applicable laws to FAST SHOP FACILITIES.
51. Except as otherwise provided for in this Agreement, FAST SHOP Facilities will be available to IBM "in the state and place where they are located".

## **1. Features of the FAST SHOP Provided to IBM Staff**

52. " Resources in the Facilities of FAST SHOP " means the reasonable office space, furniture, facilities, telephones, office materials and other resources to be provided or made available by FAST SHOP for IBM Personnel designated by mutual agreement between the parties to work on the FAST SHOP FACILITIES.
53. The FAST SHOP, as agreed between the Parties, will allow the IBM personnel located and authorized to work on the FAST SHOP Facilities, free of cost to IBM, during the Deadline, Reasonable Use of the FAST SHOP FEATURES. The Resources in the FAST SHOP Facilities made available to IBM Personnel shall be substantially equivalent to those made available by FAST SHOP to its own personnel performing similar functions; re-saved, however, that FAST SHOP will not be responsible for providing any computers or communication devices to IBM Personnel, except if otherwise provided for in this Agreement. The FAST SHOP will also allow IBM the use of communication networks for the provision of the Services and the behind-the-scenes access containing IBM equipment for the provision of the Services. IBM must comply ~~with~~ the safety requirements and other requirements related to such use and access.
54. IBM will comply and arrange for IBM Staff to comply the FAST SHOP policies and procedures related to the access and use of the Resources in the Facilities of the FAST

SHOP that have been disclosed to IBM in writing, including procedures for maintaining physical integrity and logic, and periodically carry out inspections of compliance of the FAST SHOP policies and procedures, and security audits, whose reports will be sent to FAST SHOP.

55. IBM will use the Resources in the Facilities of the FAST SHOP in an efficient manner and with the exclusive goal of performing the Services. When the Resources ~~of the Localities~~ in the Facilities of the FAST SHOP are no longer necessary for the execution of the Services, IBM will return them substantially under the same conditions as they were when IBM began to make use of them, subject to reasonable normal wear.

## **1. Required Authorizations**

The FAST SHOP, with the cooperation of IBM, is responsible for obtaining the necessary authorizations to allow the use by IBM of the Resources to which they make mention of this Clause 13. IBM will be responsible for obtaining any authorizations required for FAST SHOP, if it uses goods, rights or services that it is beneficial to IBM (for example, due to the contracts of with third parties, including tenancy agreements, licences and others) necessary for the provision of the Services during the Deadline or that IBM is obliged to make available and / or transfer to FAST SHOP at the end of the Term. The IBM will pay any fees eventually required to obtain these necessary authorizations (such as transfer or update fees).

## **PROTECTION AND DATA SECURITY**

### **2. Data from the FAST SHOP**

"FAST SHOP data" means all data and information in any format provided, delivered or otherwise made available to IBM's Personnel, to IBM, its Affiliates, controllers, controlled or collated in the execution or reason of the execution of the Services, directly or indirectly, by, in relation to or on behalf of FAST SHOP, its business, consumers, employees, suppliers and service providers or of any other Beneficiary of the Service in accordance with this Agreement or still all data and information by any form obtained, collected or developed by IBM's Personnel, by IBM, its Affiliates, controllers, controlled or collated in the execution of their obligations under this Agreement, inclusive of data belonging to the and / or provided by the customers of FAST SHOP by the FAST SHOP website or by any other means, and including Derivative Works, such as data and information produced by and on behalf of IBM.

### **3. General Disposition on Data from the FAST SHOP**

As agreed between the Parties, the FAST SHOP DATA will and will remain the property of FAST SHOP. IBM will not use Data from the FAST SHOP for any purpose other than the provision of Services. No Data from FAST SHOP will be sold, ceded, leased or otherwise made available or disclosed to third parties or commercially exploited by or on behalf of IBM. IBM cannot claim any gravame or other right against or for the FAST SHOP Data. IBM will be responsible for the integrity, confidentiality (observed Clause 21), conservation, safety and availability of FAST SHOP DATA, only as long as they are in their possession, processing or control, without prejudice to its remaining obligations and responsibilities provided for in this Agreement. IBM should immediately notify FAST SHOP in writing of any loss, deterioration, alteration, use or improper provision of FAST SHOP DATA , well so of all and any abnormality involving FAST SHOP Data that comes to knowledge. Should IBM make available to FAST SHOP whenever requested the FAST SHOP Data that has been delivered to you or by any form should be under your possession, processing or control, including in such a way that FAST SHOP can fulfil the duties, obligations, charges, conditions that are legally charged to it. The FAST SHOP, by means of a professional defined by it, will be able to access, at any time, the productive environments, in character of consultation.

#### **4. Data Security**

56. The respective responsibilities of the Parties for security of data and systems are set out in Annex A (Services). Nothing notwithstanding, IBM will be responsible for the guard, confidentiality (observed Clause 21), conservation, integrity, safety and availability of the data and systems under its possession, processing or control, without prejudice to your other obligations and responsibilities provided for in this Agreement.
57. When present at the FAST SHOP Facilities or by accessing the FAST SHOP's Data or FAST SHOP systems, IBM, without prejudice to its remaining obligations with respect to said FAST SHOP data and FAST SHOP systems, will observe and comply with the current FAST SHOP security procedures and which are provided from time to time by the FAST SHOP to IBM in writing, noting, with respect to the implementation of any new security procedures that come to characterize some kind of change, this should be treated as set out in Annex V (Process of Change Control).
58. In the case of unauthorized disclosure suspected or actual, or still the inability to account for any Data from the FAST SHOP under the possession, processing or control of IBM, IBM, immediately, at its own expense, without prejudice to possible applicable liabilities, (i) will notify FAST SHOP in writing, (ii) will practise all necessary or reasonably requested acts by FAST SHOP to minimize the incident and any damages from it resulting, including, exemplificatively, initiate process of investigation and retrieval of the FAST SHOP DATA, and (iii) will conduct an analysis of the causes and draw up a developed corrective action plan to prevent unauthorized disclosures or similar incidents.

## INTELLECTUAL PROPERTY

### 1. Intellectual Property Rights

This Clause 15 sets out the respective Intellectual Property Rights with respect to the Materials of the Parties.

59. "Intellectual property rights" means copyrights, business secrets, patents, patent registration rights and other intellectual property rights arising from or enforceable under national or foreign laws or regime of international treaty.
60. *"Materials" means, jointly, Software, literary works, other works of authorship, specifications, projects, analyses, processes, methodologies, programs, listing of programs, programming tools, website (s) and their respective appearance and functionality, documentation, reports, drawings, product (s) of work, names, marks, logos, and other distinguishing signs used in or with respect to the activities of the Parties and the products and / or services they trade, whether such tangible or intangible, well so everything else that is the object of Intellectual Property Rights.* The granting by the FAST SHOP to IBM of a Use or Use-rights license in accordance with this Clause 15 will be deemed to include, subject to other provisions of this Agreement, the granting of these same rights or licenses to Affiliates and subcontractors of IBM, provided that and to the extent that such a concession is necessary for the execution of the obligations of IBM under this Agreement and that it is noted inclusive of the provisions of this Clause 15. Nothing notwithstanding any other provision in a diverse sense, any and all use that IBM comes to do under this Agreement of trademarks, trade names, logos, website (s), their respective appearance and too much distinctive signs of FAST SHOP, in association with FAST SHOP or in any way related to the activities performed by FAST SHOP is to be carried out on the terms and conditions of express prior permission granted by FAST SHOP. The granting by IBM of a license to use the rights of Use in accordance with this Clause 15 shall be deemed to include, subject to other provisions of this Agreement, the granting of that same license or rights to Beneficiaries of the Service.

### 1. Materials from FAST SHOP

The FAST SHOP will keep all Intellectual Property Rights on the FAST SHOP Property Materials. "Property Materials from FAST SHOP" means the Materials owned by FAST SHOP (or its controllers, controlled and collated) and the Materials Developed in a Independent Manner by FAST SHOP (or its controllers, controlled and collated) and which include, without limitation, those FAST SHOP Materials that need to be used by IBM during the provision of the Services. The FAST SHOP grants IBM, at the limits of what it is allowed to grant, without any

guarantee and with the exclusion of any and all liability of FAST SHOP, a non-exclusive worldwide comprehensive license, fully paid, during the Term for use the FAST SHOP Property Materials, exclusively to the extent necessary to perform the Services. The Property Materials of FAST SHOP will be made available to IBM upon request in such a way and under appropriate communication medium (s) and available (is) on the Watch Date or as subsequently available to FAST SHOP, along with the available documentation and any other related Materials. IBM will not allow, without the prior written consent of FAST SHOP (which may be refused at its discretion), the use of the Fast Shop Property Materials, in whole or in part, for the benefit of any third parties that are not exclusively the FAST SHOP and the Beneficiaries of the Services.

## **2. Materials from IBM**

IBM will keep all the Intellectual Property Rights related to IBM Property Materials. "IBM Property Materials" means the Materials owned by IBM (or its Affiliates) (ex: the detainee right) that need to be used by FAST SHOP during or with respect to the provision of the Services. In so far as it is necessary for the FAST SHOP and the Beneficiaries of the Services to receive the Services, similar services or correports, respecting the stipulation in Clause 28, to the Services or so that a third party may perform some work as permitted under this Agreement (exclusively to the extent necessary for FAST SHOP and the Beneficiaries of the Services to be able to receive the work of referred to third party), IBM grants FAST SHOP or the third party in question a license not exclusive, of worldwide comprehension, fully paid, for the sole benefit of FAST SHOP and the Beneficiaries of the Services, as applicable, for Use of these IBM Property Materials for that work and for the receipt of the Services, similar services or correports, respecting the stipulation in Clause 28 as to the Services for the duration of this Agreement and by the time limit of 1 (hum) year after their termination or termination. IBM Materials, Type II Materials as well as all and any Materials that should be used by FAST SHOP and by the Beneficiaries of the Services for the receipt of the Services will be made available to the FAST SHOP or the Beneficiaries of the Services by IBM in such a way and under appropriate communication medium (s) and available (is) on the Watch Date or as subsequently available to IBM, along with the available documentation and any other related Materials. Without prejudice to the above, it will be IBM responsible for empowoying the FAST SHOP and the Beneficiaries of the Services for the Use, as well as for them to transmit effectively and with the relevant Usage rights, any and all Material that is required or convenient for the FAST SHOP and the Beneficiaries of the Services to receive the Services fully and properly, which includes, and the personnel training of FAST SHOP.

## **3. Third-party materials**

61. With respect to third-party Materials licensed by and for the FAST SHOP, FAST SHOP grants IBM during the Deadline, Exclusively to the extent necessary for the execution of the Services, at the limits of what it is allowed to grant, without any guarantee and with the exclusion of any and all liability of FAST SHOP, the rights of Use of these Third party



Materials held by FAST SHOP for the execution of the Services by IBM."Third Party Materials" means Property Materials (ex: the detained copyright) of another party other than IBM (or its Affiliates) or the FAST SHOP (or its Affiliates). IBM will comply with the obligations, including restrictions of Use and non-disclosure obligations, imposed on FAST SHOP by the terms of the licenses of these Third-Party Materials; re-salvaged, however, that IBM will be able to plead, under its sole risk and liability, together with the holder of the rights in question to modify, at its expense, the provisions of use and non-disclosure of these new licences as applied to IBM, and FAST SHOP, without costs for the same, will cooperate reasonably with IBM in this attempt to modify these provisions, provided that: (i) IBM notifies FAST SHOP before attempting to plete with these modifications; and (ii) IBM does not attempt to obtain and nor does it come to obtain any modification that may affect the rights and obligations of the FAST SHOP according to these licences, or even come to impose any additional costs on FAST SHOP, without the prior written consent of FAST SHOP.If for any reason or reason the respective license, after your grant to IBM provided for in this item, comes to be restricted, invalidated, rescinded or revoked, it will be the sole responsibility of IBM to obtain from the holder of the rights to license (s) necessary in such a way as to not impair the execution of the Services.

62. With respect to IBM's Third-Party Materials licensed by IBM, IBM grants FAST SHOP and / or the Beneficiaries of the Services during the Term Deadline, exclusively to the extent necessary to receive the Services, or to a third party to perform the work as per permitted under this Agreement exclusively to the extent necessary for the FAST SHOP and / or the Beneficiaries of the Services to receive the Services or the works of third parties, the rights of Use of these Third Party Materials held by IBM on the date of Effective or subsequently obtained with respect to these Third Party Materials.The FAST SHOP will comply with the obligations, including restrictions of Use and non-disclosure obligations, imposed on IBM by the terms of the licenses of these Third-Party Materials, provided that IBM informs FAST SHOP previously in writing of such obligations. If for any reason or reason the Materials of Third Parties cannot be licensed by IBM or if the respective license comes to be restricted, invalidated, rescinded, revoked, or if the licensed Third Party Materials do not show themselves sufficient for the FAST SHOP and the Beneficiaries of the Services to receive the Services fully and properly, it will be the sole responsibility of IBM to obtain from the holder of the rights to the necessary license (s) of Third Party Materials not to damage the receipt of the Services or the third party jobs by FAST SHOP and / or the Beneficiaries of the Services.

## **1. Materials Type I**

63. Thes Materials to be followed under this Agreement by or on behalf of IBM, its controllers, controlled or collated (individually or in conjunction with others) will be considered "Materials Type I": (i) modifications, updates or Works Derivatives of Property Materials of FAST SHOP, inclusive of the Materials themselves Type I; (ii)

modifications, updates, or Derivative Works of Third Party Materials provided by FAST SHOP, its controllers, controlled and related or whose financial responsibility at any time falls on the FAST SHOP under this Agreement, respecting the limits of the licences obtained from the third parties, if applicable; and (iii) Materials developed or still modifications, updates, or Derivative Works of Third Party Materials that IBM specifically develops for the FAST SHOP or for the Beneficiaries of the Services under or as a result of this Agreement. Type I Materials will be FAST SHOP Property Materials,. As agreed between the Parties, FAST SHOP will have all rights, title and interest in and with respect to the copyright in the Type I Materials and all copies thereof come.

64. Subject to limitations related to CONFIDENTIAL INFORMATION of FAST SHOP second to Clause 21, the FAST SHOP in this act grants IBM during the Term Limit, at the limits of what it is allowed to grant, without any guarantee and with the exclusion of any and all liability of FAST SHOP, a non-exclusive, world-wide, fully paid license and irrevocable for Use of Type I Materials exclusively and to the extent necessary to provide the Services under this Contract, which includes the right to sublicense and otherwise allow subcontractors or other third parties to practise any acts exclusively to provide the Services during the Term, assuming such third parties, under the control and responsibility of IBM, the same obligations of IBM under this Agreement with respect to the Type I Materials.
65. *The "Materials Developed in an Independent Way" of a Party (including a third party) means any Materials (including software) that (i) were created by or for a Party before the Date of Vigance, or (ii) to be subsequently created by or for the Party outside the scope or independently of this Agreement. With respect to any Independently Developed Materials that are not FAST SHOP Property Materials but are incorporated in FAST SHOP PROPERTY MATERIALS, and for the period that these Independently Developed Materials remain embedded in them, IBM hereby grants in this act to FAST SHOP an eternal, unlimited, irrevocable, unexclusive, worldwide, royalty-free, unroyalty-free use license, fully paid and for indefinite time, (and sublicences third parties to use exclusively for the benefit of the FAST SHOP's commercial operations) of these Independently Developed Materials; redeeming that such license will not exempt FAST SHOP to obtain licence for use on the possibly underlying Type II Materials, applying in that respect to Clause 15.6 (b), if the case.*

## **1. Materials Type II**

66. The Following Materials developed under this Agreement by IBM (individually or in conjunction with others) will be considered "Materials Type II": (i) modifications, updates, or Derivative Works of IBM Materials that have not been specifically developed for the FAST SHOP or for the Beneficiaries of the Services; (ii) Newly Developed Materials other than Materials Type I; (iii) modifications, updates, or Derivative Works of Third Party Materials provided by IBM that are of financial responsibility of IBM under this

Agreement; and (iv) Materials Developed in Independent Way by IBM other than Type I Materials. As agreed between the Parties, IBM will have all the rights, title and interest in and with respect to the Type II Materials and all copies thereof.

67. IBM in this act grants FAST SHOP for the duration of this Agreement and by the deadline of 1 (hum) year after its termination or termination an unlimited, irrevocable, non-exclusive, world-wide, royalty-free, royalty-free, full-paid, and for indefinite-time, worldwide, (and sublicenses third parties to use exclusively for the benefit of the FAST SHOP's commercial operations), de all IBM Property Materials and Materials Type II (others other than Materials described in Clause 15.6 (a) (iii) that IBM is not entitled to license to the FAST SHOP second to IBM license with the third party and to which at the same time FAST SHOP is not entitled to use under its own licensing agreements with the third party) to the extent necessary for FAST SHOP (i) receive the Services, similar services or correports to the Services or works of third parties, respecting the stipulation in Clause 28 and (ii) pay similar services to the Services to you and any other Beneficiaries of the Service (and to their respective End Users to the extent that these services were being rendered in the normal course of business in accordance with this Agreement During the Deadline) and (iii) a license unlimited, irrevocable, non-exclusive, world-wide, royalty-free, fully paid and for indefinite time to allow a third Use, as permitted under this Agreement, exclusively to the extent necessary for the FAST SHOP receive the Services or services similar to the Services, respecting the stipulation in Clause 28.
68. With respect to any Independently Developed Materials that are not FAST SHOP Owned Materials and are incorporated into IBM Property Materials, and by the period that these Independently Developed Materials remain incorporated into them and are not commercially exploited separately, in which case they will henforce the licence for the term of 1 (hum) year well so with respect to any modifications, updates and Derivative Works that are IBM Property Materials and which have been developed for the fulfillment of the Contract, IBM grants in this act to FAST SHOP an unlimited, irrevocable, non-exclusive, worldwide, royalty-free, royalty-free, royalty-free Use license and for indefinite time (with the right to sublicense third parties to use exclusively for the benefit of the FAST SHOP's commercial operations) of these Independently Developed Materials and of that kind of Type II Materials, re-salvaged that such license will not exempt the FAST SHOP from obtaining use license over other eventually underlying Type II Materials, applying in that respect to Clause 15.6 (b), if the case. Each Party will keep the property of your Information Confidential and of your Independent Manner Developed Materials that are incorporated into Materials.

## 1. Works made under Order

Unless otherwise agreed upon in a Work Scope, the Materials Type I will be considered "work hired " for the FAST SHOP for the purposes of the applicable copyright legislation. If, and case, any Materials Type I are not considered to be full-right "works under order" or for another reason are not considered to be entitled FAST SHOP, IBM in this act cede, transfers and transmits in irrevocable and non-onerous character to FAST SHOP all your rights, entitlement and interest to the Rights of Intellectual Property on these Type I Materials. The FAST SHOP and its transferees will have the right to obtain and maintain in their own name all Intellectual Property Rights related to Type I Materials. IBM agrees to sign any documents or practice any acts as necessary, or as FAST SHOP can reasonably request, to formalize the title of the FAST SHOP on the Intellectual Property Rights of these Materials Type I, in a non-onerous manner and regardless of their occurrence during or after the Term Deadline. No provision of this Clause will be deemed to affect the property rights of a Party on Independently Developed (including Software) Developed Materials including the ownership of any Property Rights Intellectual in them contained. The FAST SHOP will conclude a confidentiality agreement that protects IBM's Confidential Information prior to providing any Type II Materials owned by IBM to a third party provided that such a supply entails the disclosure of Information Confidential from IBM.

## **2. Residual Information**

69. "Residual Information" means ideas, concepts, know-how and techniques related to data processing and computer programming that are learned and kept in the involuntary memory of the personnel, agents and representatives of a Party involved in the performance of this Agreement that had access to the Confidential Information or Materials of the other Party without deliberately memorizing them with the aim of using them again.
70. Each Party may use the Residual Information of its personnel, agents and representatives in its commercial activities, restrained that in doing so, this Part I your personnel, agents and representatives in your business activities do not use or disclose the Confidential Information of the other Party in violation of Clause 21, do not use such Residual Information to provide services to competitors of the other Party or make misuse or violates the Intellectual Property Rights of the other Party or of third parties who have licensed or provided materials to the other Party.

## **1. Linux and Open Code Software.**

Any open source software ("OSS") and Linux that IBM installs upon request from FAST SHOP as a result of the provision of the Services are licensed and distributed to FAST SHOP and / or its Beneficiaries of the Service by Linux and others open-source software distributors and / or holders of their respective copyrights and other rights holders ("Law Holders") under the terms and conditions of the Rights Holders. IBM is not a part of the terms and conditions of the Law Holders, nor a distributor of OSS, not being such an IBM entitlement OSS. She simply performs the work described in the Contract on behalf of the FAST SHOP. The FAST SHOP and / or its Beneficiaries of the Service do not receive any express or tacit patent or other license from IBM with respect to the OSS upon which IBM does not post such rights. IBM will install the OSS "in the manner in which it is found" and will not make any statements or warranties, whether express or implied, with respect to the OSS, and will not indemnify the FAST SHOP and / or its Beneficiaries from the Service against any claims that the OSS violates an intellectual property right of a third party to the extent that such claims are not based on IBM Property Materials, modifications, updates, or Derivative Works developed by IBM. Prior to installing any OSS or in it implementing any modification or creating Derivative Work, however, it will be up to IBM to certify that the terms of the license granted by the Law Holders authorize the uses, modifications and derivations to be realized. Under no circumstances will IBM be liable for any damages arising from the use of the OSS by FAST SHOP and / or its Beneficiaries of the Service, provided that such damages are not caused by IBM or IBM Property Materials, modifications, updates or Derivative Works developed by IBM. Before you install or use any OSS, you must IBM make sure of the complete compatibility of OSS with the remaining systems and Software in use. The Parties to this act agree that any modification or creation of Derivative Works of any OSS will be of entitlement to the FAST SHOP, provided that the said OSS license allows, and may eventually come to characterize change subject to the Process of Change Control in Annex V (Control Process of Change).

## **2. License**

The property and license rights granted in this Clause 15 are limited and are subject to patents and copyrights held by, and to the conditions of, any licensing agreements with the applicable representative of the software provider (including IBM and its Affiliates). Notwithstanding, it will be the responsibility of IBM to obtain and / or provide all the necessary rights in order to enable satisfactory execution of the Services, the fulfillment of its obligations under this Clause 15 and of its remaining obligations under this Agreement.

## **3. Notification**

Each Party agrees to reproduce the notification of copyright and any other proprietary caption in any copies made under the licences granted in this Clause 15.

## RESCISÃO

In the hypothesis of early termination of the Contract pursuant to this Clause, the Transfer Assistance Period (Annex L) shall begin on the date of the receipt of the notification of termination by either Party. The effective date of the termination will be the day following the last day of the Transfer Assistance Period.

### 4. Termination by the FAST SHOP

2. Termination for Just Cause. If IBM commits (i) a substantial violation or of grave impact of this Contract and do not remedy this breach within 45 (forty-five) days after receipt of notification of violation of FAST SHOP, or (ii) a substantial or serious breach of this Agreement which cannot be sanctioned within 45 (forty and five) days after receipt of notification of breach of FAST SHOP, then FAST SHOP can, upon notification to IBM, rescind this Contract; re-salvaged that the written notification of the breach was provided to IBM within 180 (one hundred and eighty) days of the date the FAST SHOP became aware of the breach. Any termination by FAST SHOP will be without prejudice to other rights and resources of the FAST SHOP. In the case of a termination by FAST SHOP under this Clause, FAST SHOP will not pay any values to IBM, save (x) pending Charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination, and (y) any applicable Termination Charges provided for in Annex C (Charges). For the purposes of the present Clause, without prejudice to other hypotheses in this Contract and in Annex B, shall be deemed to be substantial and of serious impact, if the execution of item (iii) of Clause 22.3, substantially affects the provision of the Services.
3. Termination by Change of Ationary Control. If, in a single operation or in a series of operations, FAST SHOP comes to be directly or indirectly acquired by any third party (whether by sale of shares, sale of assets or not) or in the case of merger with any third party that ocasione a direct or indirect Control change from the FAST SHOP, then, at any time and within 180 (one hundred and eighty) days after the occurrence of such events the FAST SHOP will, at its discretion, be able to rescind this Agreement by sending a written notification. In the case of a termination by FAST SHOP under this Clause, FAST SHOP will pay to IBM, on the effective date of termination, (x) pending Charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination, and (y) any applicable Termination Charges provided for in Annex C (Charges).
4. Termination in Virtue of Miscellations in the Financial Situation of IBM. If IBM (i) protocolates an application for bankruptcy, judicial or extrajudicial retrieval or practicing a similar act under the laws of Brazil ; (ii) have an application for bankruptcy against you adjudicated in a decision transitioned on trial; (iii) become insolvent, (iv) make a general assignment for the benefit of creditors; (v) admit in writing your inability to pay your debts as

they are due; or (vi) have a judicial administrator appointed to administer your assets, then FAST SHOP can, upon delivery of written notification, rescind this Agreement. In the case of a termination by FAST SHOP under this Clause, FAST SHOP will pay to IBM, on the effective date of termination (x) pending charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (y) any applicable Termination Charges provided for in Annex C (Charge). The FAST SHOP may exercise this right of withdrawal by sending a written notification to IBM as described above within 180 (one hundred and eighty) days after the written notification from IBM to FAST SHOP on the occurrence of any of the events described in this Clause, or in the absence of said notification by IBM, at any time after the FAST SHOP take notice of the occurrence of any of the events described in this Clause.

5. Termination by Convenience. The FAST SHOP will be able to rescind this Agreement for convenience to any time, upon written notification. In this case, the FAST SHOP will pay to IBM, on the effective date of termination, (x) any outstanding charges regarding Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (y) any applicable Termination Charges provided for in the Annex C (Charges).
6. Termination in the Case of Force Majeur. The FAST SHOP may rescind this Agreement as provided for in Clause 23.3 (Force Force). In this case, FAST SHOP will pay, on the effective date of termination (i) any pending charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (ii) any applicable Termination Charges provided for in Annex C (Charges).
7. Termination for disfulfilling of Service Levels by IBM. As disciplined in Annexes B and C, FAST SHOP will be able to rescind the Contract by up to 180 (one hundred and eighty) days after it found out the occurrence of the Global Disfulfillment of the Services Levels. In this case, FAST SHOP will pay, on the effective date of termination (i) any pending charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (ii) any applicable Termination Charges provided for in Annex C (Charges).

## 5. Termination by IBM

1. Termination for Just Cause (Except Lack of Payment). If FAST SHOP commits (i) a substantial breach of this Agreement (except lack of payment) and does not remedy this breach within 45 (forty-five) days after receipt of notification of violation of IBM, or (ii) a substantial violation of this Contract (except lack of payment) that cannot be sanctioned within 45 (forty five) days after receipt of breach notification from IBM; then IBM will be able, upon notification to FAST SHOP, rescindir this Agreement

upon notification; re-salvaged that the written notification of the violation has been provided to the FAST SHOP within 180 (one hundred and eighty) days of the date of the breach. Case the term of 45 (forty five) days do not be reasonable to sanar the said violation and having the FAST SHOP already started the search for the solution of the said violation, will be granted an additional period of 15 (fifteen) different days or period agreed between the Parties. Any termination by IBM will be without prejudice to other IBM's other rights and capabilities. In the case of a termination by IBM under this Clause, FAST SHOP will pay (x) any pending charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (y) any Termination Charges applicable in Annex C (Charges).

2. Termination in Virtue of Changes in the Financial Situation of FAST SHOP. If FAST SHOP (i) protocolates an application for bankruptcy or practising a similar act under the laws of Brazil; (ii) have an application for bankruptcy against you adjudicated in a decision transitioned on trial; (iii) become insolvent, (iv) make an assignment general to the benefit of creditors; (v) admit in writing your inability to pay your debts as they are due; or (vi) have a judicial administrator appointed to administer your assets, then IBM will be able, upon notification delivery in writing, rescind this Agreement. In the case of a termination by IBM under this Clause, FAST SHOP will pay (x) any pending charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (y) any Termination Charges applicable for this hypothesis expressly provided for in Annex C (Charges). The FAST SHOP will notify IBM in writing as to how much before if it happens or is likely to happen any of the circumstances described in this Clause. IBM may exercise this right of withdrawal by sending a written notification to FAST SHOP as described above within 180 (one hundred and eighty) days following the written notification of FAST SHOP to IBM on the occurrence of any of the events described in this Clause.
3. Termination in Virtue of Non-Payment. If IBM is not paid when due (i) the Charges unchallenged, or (ii) any Charges challenged to the Disputed Charge Limit, and this payment is not carried out within 60 (sixty) days of the date on which it remains determined that this payment is due, IBM may, at any time after that period of correction and before the default is corrected, deliver to FAST SHOP a written notification to rescind this Agreement. Such notification may indicate that IBM may exercise its right to rescind this Agreement if those values due are not paid within the period therein indicated, if FAST SHOP does not make the payments due by the end of that. In the case of a termination by IBM under this Clause, FAST SHOP will pay (x) any pending Charges regarding the Services performed in accordance with the terms of this Agreement prior to the effective date of termination and (y) any Termination Charges applicable in Annex C (Charges).
4. Termination by Convenience. IBM will be able to rescind this Agreement for convenience at any time, upon written notification to be sent to FAST SHOP. In this case, FAST SHOP will pay to IBM any outstanding Charges regarding the Services performed in accordance with



the terms of this Agreement prior to the effective date of termination, being unfit the requirement for any Termination Charges.

## **6. Assistance to the Transfer**

In any hypothesis of termination or termination of this Agreement, IBM will grant Transfer Assistance to FAST SHOP as provided for in Annex L (Assistance to Transfer), of luck to ensure regular business continuity, activities and operations of FAST SHOP.

## **7. Subsistence**

Any provision of this Agreement which, by its very nature, deva subsist upon termination or termination of this Contract, in particular any provision that behold or reja performance or performance of obligations later the termination or termination of this Agreement, will subsist the termination or termination of this Agreement and the Transfer Period, including the following Clauses of this Agreement: Clauses 3, 14, 15, 18, 19.4, 19.6, 21, 22, 23, 25, 26, 27.3 27.2, 27.3 and 28.

## **GOVERNANCE And ADMINISTRATION**

## **8. Processes and Structure of Governance**

**Annex G (Governance) contains a description of the governance committees and processes that the Parties will use for monitor the fulfillment of this Agreement.**

## **9. Reports**

**IBM will provide periodic reports to FAST SHOP as scheduled in Attachment P (Reports).**

## **10. Process Interface Manual**

1. The "Process Interface Manual" or "PIM" is a document (or set of documents) that IBM will prepare that provides a high level overview of certain processes that are important for the realization of the Services, including Places of the Services, Equipment, Software, and procedures that IBM uses to realize the Services. The Process Interface Manual will also identify the interfaces between the FAST SHOP and IBM in these processes and describe how the Parties will interact during the provision of the Services.

2. It appears as Annex Q (Minute of the Process Interface Manual Index) a minuta structure of the Process Interface Manual. Working in consultation with FAST SHOP, IBM will deliver to the FAST SHOP for analysis and comment, a minuta of the Process Interface Manual that describes the Services realized from FAST SHOP to IBM within 90 (ninety) days after the Watch Date. The minuta of the Process Interface Manual will be organized broadly according to the Annex Q (Minutes of the Process Interface Manual Index), but may include additional clauses and provisions as reasonably requested by FAST SHOP. IBM will incorporate or offer comments or suggestions from the FAST SHOP before finalizing the Home Process Interface Manual.
3. The Process Interface Manual will be considered an operational document, which IBM will be able to review without the need to change this Agreement. IBM will review and validate the Process Interface Manual together with the FAST SHOP at least 1 (one) time per year, and will update it as needed

#### **17.4 Control of Change**

4. "Change" means any change, modification or improvement in the Services (including changes in the way that the Services are rendered) or in this Agreement.
5. "Change Control Process" means the written procedure for categorization, consideration, analysis, approval and implementation of Changes foreseen in Annex V (Process of Control Change).
6. All Changes will be dealt with through the Change Control Process as provided for in Annex V (Change Control Process).

### **AUDITS AND REGISTRATIONS**

#### **11. Audits of FAST SHOP**

1. Annually, during the Term Time, and for 12 (twelve) months subsequently, at the costs and expense of FAST SHOP, the FAST SHOP and its agents, auditors (internal and external), regulatory bodies and other representatives that may be designated by FAST SHOP (in set, "Auditors") will have the right to inspect, examine and audit any aspect of IBM's systems, networks, records, facilities, data, practices and procedures used in the provision of the Services or related to the Services, and will have access to IBM Personnel who is providing the Services (together, "Audits") for any of the following purposes:

71. Check the correctness of IBM's invoices.
  72. Verify that IBM is observing the security requirements specified in Attachment A (Services).
  73. To verify the provision of the Services, the fulfilment of the deadlines and established timetables, the observance of the Service Levels and the terms of this Agreement by IBM.
- 
1. Audits will be carried out at the business hours or as mutually agreed upon and upon notification in reasonable advance to IBM, save in the case of Audits by regulatory bodies, Emergency or Security Audits and Audits for investigation of allegations of illicit behavior. Without limiting the rights of the FAST SHOP pursuant to this Clause, FAST SHOP will reasonably engage to avoid unnecessary disruption of IBM's operations and customers and unnecessary impact on IBM's ability to provide the Services in compliance with the Service Levels. The FAST SHOP and its Auditors will observe IBM's security and confidentiality requirements when accessing the facilities or other facilities held or controlled by IBM.
  2. IBM will cooperate fully with FAST SHOP and its Auditors in conducting Audits and provide the assistance that these reasonably require to carry out the Audits and observe the internal control structure of FAST SHOP, inclusive (i) propitiating access to IBM's facilities and records relating to the Services and any IBM-controlled records or data that may be pertinent to IBM's systems used to provide the Services and / or the systems of the FAST SHOP, and (ii) installing and operating audit software as required. Should IBM reasonably believe that the cooperation will entail operational problem in the provision of the Services, IBM will notify FAST SHOP and the Parties will discuss alternative approach. IBM will respond thematically to requests for supporting documentation or other substantiation, including system metric for repaling IBM's claims regarding the subject matter of audit.
  3. With respect to Audits initiated by FAST SHOP, the Parties agree on how much follows:
- 
74. The Auditors of the FAST SHOP will not be IBM Competitors as specified in Annex W (IBM Competitors).
  75. IBM will provide support to Audits through the IBM Personnel originally assigned to provide the Services. Should IBM's Staff not be able to provide the support without prejudice to the provision of the Services or the IBM Service Levels, IBM will notify FAST SHOP and assign additional personnel for support to the Audit. The FAST SHOP will be responsible for any additional expenses incurred by IBM with the provision of the support for Auditing.

## 1. Confidentiality of Audits

The FAST SHOP Auditors will have no right to access data from any IBM customer, other than FAST SHOP, or IBM's cost of provision of the Services (save to the extent that the Charges are based on IBM's costs or expenses).

## 2. Audits of IBM

1. During the Term and for 12 (twelve) months subsequently, at the expense of IBM, IBM and its agents, auditors (internal and external), regulatory bodies and other representatives that may be designated by IBM (jointly, "IBM Auditors") will have right to inspect, examine and audit any aspect of the financial reports, systems, networks, records, facilities, data, practices and procedures of the FAST SHOP and related systems to them, and will have access to the FAST SHOP personnel as per required (jointly, "IBM Audits") to check the correctness of the FAST SHOP financial records in the what to be based on IBM invoices. IBM Audits will be restricted to (i) documents and registrations, (ii) of a accounting or financial nature, (iii) of FAST SHOP S.A.
2. Despite this, the IBM Auditors will also have access to the documents and / or financial and accounting records of commercial and financial transactions from other companies of the FAST SHOP group, exclusively to the extent that IBM's Auditors understand that transactions of such companies impact in some way the gross or LAIR revenue of FAST SHOP S.A.
3. Audits will be carried out at the business hours or as mutually agreed upon and upon notification in reasonable advance to FAST SHOP, save in the case of Audits by regulatory bodies, Emergency or Safety Audits and Audits for investigation of allegations of illicit behavior. Without limiting IBM's rights under this clause, IBM will reasonably engage to avoid unnecessary disruption of the operations and customers of the FAST SHOP. IBM and its Auditors will observe the security and confidentiality requirements provided for in this Agreement when accessing the facilities or other facilities held or controlled by FAST SHOP.
4. IBM Audits are to be carried out by some of the following companies: (i) Deloitte Tohmatsu Independent Auditors; (ii) Ernst Young; (iii) PricewaterhouseCoopers; or (v) KPMG.
5. In the Watch Date, the independent audit of the financial statements of FAST SHOP is in charge of the Deloitte Tohmatsu Independent Auditors. The FAST SHOP avits that, in the

hypothesis of change of auditor, the new auditor will be renowned company and recognized of similar good reputation.

6. Without prejudice to how much of the item "a" of this Clause 18.3, FAST SHOP agrees to submit to IBM its audited financial statements by the independent auditor and any and all opinion, opinion or non-confidential formal document issued by the independent auditor about the financial statements of FAST SHOP, within the time of up to 30 (thirty) days counted from the receipt of these documents by FASTSHOP.
7. The FAST SHOP will also submit statements at up to 30 (thirty) days after the closing of each quarter confirming the items discriminated below, as applicable, duly signed by authorized representative of FAST SHOP or its auditor independent (the confirmation will follow format agreed between FAST SHOP and IBM, and will include information compiled by the FAST SHOP auditor for FAST SHOP in the normal course of the business):
  1. Total Gross Revenue from FAST SHOP by Month; and
  2. LAIR (profit before the Income Tax) Total FAST SHOP per Year.

### 3. Charges the largest

Observed Clause 12.1 (a), if Audit demonstrates that IBM's Charges regarding the Services were incorrect, and IBM and FAST SHOP agree to the Audit, IBM will promptly credit FAST SHOP the value of any payments the largest effectuated, or FAST SHOP will promptly pay IBM the value of any payments the minor. Should IBM and FAST SHOP be unable to agree on the results of an Audit, the matter will be submitted to the Controversian Solution Process.

## IBM ' S STATEMENTS, GUARANTEES AND AVANCES

### 19.1 Patterns of Work

IBM declares, guarantees and assures that the Services will be provided with preparedness and diligence and performed in a professional and well-made manner, by qualified technical personnel and in accordance with the best quality standards available on the market and the respective Service Levels, committing to IBM, at its expense, at the discretion of the FAST SHOP, remake or re-render any Services which, at the discretion of the FAST SHOP, does not correspond to these guarantees, without prejudice to other consequences arising from the failure to comply with the Levels of Service. In the meantime, to the extent that Service Level

defines the level of performance required of IBM in respect of a Service, this Clause will not impose on IBM obligation to perform top-level performance to the expressly specified by the Service Level in Annex B.

## 19.2 Maintenance

IBM declares, guarantees, and avickness that will keep the Equipment and Software covered by the scope of this Agreement, as Attachments A and B, so that they operate in compliance with their specifications, inclusive (i) maintenance of the Equipments in good operating condition, observed normal wear and repair; (ii) repairs and preventive maintenance on the Equipments in accordance with the applicable recommendations of the Equipment manufacturer; and (iii) fulfillment of Software maintenance in compliance with the documentation and recommendations of the representative of the Software, unless avance to the contrary of the FAST SHOP., without prejudice to any additional or more specific obligation provided for in Annexes A and B

## 19.3 Items to Be Delivered

Unless otherwise specified by applicable Labor Memorial, IBM declares, guarantees and avits that, by the time limit of 60 (sixty) days counted of the acceptance without caveats by the FAST SHOP, each Item to Be Entreed produced and delivered by IBM during the Term Of This Contract to FAST SHOP will be in full compliance with the specifications and requirements regarding the Item to Be Entreed established or specified in this Agreement and will be free of addition, defect, failure, dysfunction or malfunction, compromising, at the discretion of the FAST SHOP, to replace or repair the Items to be delivered at your expense, any Equipment or Services which, at the discretion of FAST SHOP, does not match these guarantees ("Warranty Period"); re-salvaged, however, that (i) in regard to Items to Be Delivered Software performed with frequency lower than monthly (e.g., quarterly, semiannual, annual, etc.), the Warranty Period will end 60 (sixty) days from the first execution of the Item to Be Entreg of Software in live production environment, and (ii) in regard to Items to Be Delivered operational (e.g., fault correction), the Warranty Period will be 60 (sixty) days from the embedding of the Item to be Entreed to the production environment. Notwithstanding the above provisions, the Warranty Period will end at the latest 60 (sixty) days after the Deadline End of all the Items to be delivered. In case FAST SHOP notifies IBM of violation of the preceding warranty within the period specified above, IBM promptly will correct and return the Items to be Delivered affected to the FAST SHOP without delay. This provision shall not apply to developmental work carried out on the basis of term and materials.

## 19.4 Not Violation

1. Observed Clause 19.4 (b), IBM declares, guarantees and avits how much follows:

76. That IBM and IBM Personnel will fulfill their responsibilities provided for in this Agreement in a manner that does not violate or constitute infringement or embezzle of any Intellectual Property Rights of any third party.
  77. That IBM holds all the rights and licenses necessary for the transmission to the FAST SHOP of the property of (or, as applicable, the granting of the license rights in regard to) all of the Software, Equipment, Materials, Independently Developed Materials, Items To Be Delivered and other items provided by IBM or on your behalf, as such property and license rights are set forth in this Agreement.
  78. That no Material, Independently Developed Materials, Items to Be Delivered or other items provided by IBM or on your behalf, or provided and used by IBM with respect to the provision of the Services, neither your use by FAST SHOP or other Service Beneficiaries will violate or constitute violation or embezzling misappropriation of any Intellectual Property Rights of any third party.
1. IBM will not be deemed to be in violation of the affidavit, warranty and notice specified in Clause 19.4 (a) to the extent that any alleged infringement or embezzling is attributed to any of the following events:
    79. Modification by part of the FAST SHOP of item provided by the FAST SHOP or-IBM or in its name, unless the modification has been authorized, approved or effected by IBM.
    80. Combination, operation or use by the FAST SHOP part of the item provided by IBM or in its name with other specific items not provided by IBM, via IBM's specification or second specification.
    81. Do not use by FAST SHOP of corrections or modifications provided by IBM that would remedy the violation and offer characteristics and functionality equivalent to the irregular items (provided that IBM delivered to the FAST SHOP reasonable notification and provide reasonable time to use or implement the correction or modification).
    82. Use of Equipment or Software provided by IBM in environment other than its specified operating environment.

## 19.5 Malware

"Malware" means (i) program code or instruction (s) of programming or series (s) of instructions intentionally intended to disturb, disable, impair, alter, or otherwise adversely affect programs, data files, or operations; or (ii) other code described in rule such as viruses, Trojan Horse, worm, backdoor or other type of damaging code. IBM declares, guarantees and avits that IBM Personnel will not introduce Malware and will adopt the security measures provided for in Appendix A-6 to prevent the introduction of the same Malware in the FAST SHOP system used to provide the Services. IBM will promptly notify FAST SHOP when IBM Personnel detects any incident involving the introduction by IBM Staff of Malware in the system of the FAST SHOP used to provide the Services, without prejudice to the provisions of Annex A, Appendix A-6.

### **19.6 Disability Code**

IBM declares, guarantees and avitures that, in the course of the provision of the Services, it will not enter into the Software or any systems used in the provision of the Services any code that has as effect the disabling or otherwise disabling the Services, in whole or in part, with exception of the code entered into commercially available products with a view to ensuring that the buyer or licensee uses the product in accordance with the licensing agreement. In regard to any disabling code that was already part of the Software or systems used in the provision of the Services, IBM declares, warrants and avittance that it will not invoke this disabling code nor knowingly allow it to be any time invoked without the prior written consent of FAST SHOP. For the purposes of this warranty and avickness, programming errors will not be considered as disabling code.

### **19.7 Inexistence of Indexed Inductions**

IBM declares, guarantees and avits to FAST SHOP that it has not violated the applicable Laws to IBM or any policies of the FAST SHOP about which IBM has received notification regarding the offering of illicit or undue inductions with respect to this Contract.

## **MUTUAL STATEMENTS AND WARRANTIES; NOTICE OF EXEMPTION OF LIABILITY**

### **1. Declarations and Mutual Guarantees**

1. Each of the Parties declares, and guarantees in this act:



83. It holds the power and authorization of a society-like nature to fulfill its obligations under this Agreement.
84. Your signature and concordance with the terms of this Agreement have been duly authorized by all of the societary acts required by the other Party.
85. The celebration and compliance with this Agreement do not constitute relevant inadimplement pursuant to any contract existing by which the Party, or any of its relevant assets are obligated.
86. This Contract constitutes a valid and binding obligation and is enforceable in accordance with its terms, presumed to be due authorization, signature and delivery by the other Party.
87. There is no pending procedure or, so you know the Party, imminent, that contests or could reasonably be expected to have relevant adverse effect on this Agreement or the ability of the Party to perform and fulfill its obligations laid down in this Contract.
88. THE GUARANTEES SET OUT IN THIS CONTRACT ARE THE ONLY GUARANTEES OFFERED FROM PART TO PARTY AND TO REPLACE ANY OTHERS OFFERED FROM PART TO PART, BE THEY EXPRESS OR IMPLICITLY DEFINED, SAVE THOSE ARISING FROM LEGAL OR REGULATORY PROVISIONS THAT THEY CANNOT BE WAIVED.

## CONFIDENTIALITY

### 1. Definition of "Confidential Information"

1. The term "Confidential information" of a Party means any non-public, commercially sensitive (or Relevant) information pertaining to the Party, to it concerning or in the possession or under control of the Party ("Part Provide") provided, disclosed or otherwise made available (direct or indirectly) to the other Party ("Receiving Party") (or entities or persons acting on behalf of the other Party) with respect to this Agreement and that are marked or identified in writing as confidential, exclusive, secret, or other similar designation sufficient to give account of their sensitive nature, or of a kind that reasonable person would recognize as confidential. In the case of FAST SHOP, the term Confidential Information includes all information regarding the operations, activities and business of FAST SHOP, any information to which IBM has access in the FAST SHOP Facilities or FAST SHOP systems, FAST SHOP data, FAST SHOP materials, systems access codes and information regarding products, marketing strategies, financial matters, employees, customers or suppliers of FAST SHOP, regardless of whether or how they are tagged (together, "CONFIDENTIAL INFORMATION of FAST SHOP"). In the case of IBM, the Confidential Information will also include, whether designated, or not, "Confidential Information": (i) all

information regarding IBM's operations, activities and business, IBM's financial affairs, and IBM's relations with its too many customers, employees and service providers (including customer lists, information about customers (other than FAST SHOP), account information and consumer markets); and (ii) Materials provided to FAST SHOP by IBM or by its intermediate (in conjunction, "IBM confidential Information").

2. The term "Confidential Information" does not include specific information that the Receiving Party may demonstrate: (i) were bidly in possession of the Receiving Party or had lawfully come to their knowledge, with no obligation to maintain their confidentiality before they were received from the Supplier Party; (ii) they were or had become aware of the general public other than as a result of disclosure by the Receiving Party or any of its agents; (iii) after the disclosure to the Part Receibedora, had been received from a third party that, the knowledge of the Revenue Party, was entitled by law to disclose the information to the Receiving Party without obligation to restrict its use or further disclosure; or (iv) have been developed independently by the Receiving Party without use of any Confidential Information of the Party Provide or reference to such Information.

## 2. **Obligations of Confidentiality**

1. Each Party acknowledges that it will be able to be provided with confidential Information from the other Party with respect to this Agreement, which may receive such Confidential Information or otherwise have access to them.
2. The Receiving Party will not reproduce Confidential Information from the Supplier Party, unless reasonably necessary for the fulfillment of the objects and objectives of this Agreement. The Receiving Party shall not disclose the Confidential Information of the Party Provided to any person or of them appropriated for their own use, or for use or for the benefit of any other person, save as expressly permitted by this Contract or approved in writing by the Provide Party.
3. The Receiving Party shall keep the Confidential Information of the Party Provided in confidential and in a secure manner and shall protect them from the use or unauthorized disclosure by dismissing at least the same degree of zeal official by the Receiving Party for prevent unauthorized use or disclosure of your own Confidential Information, however, in hypothesis some less than reasonable zeal.
4. As necessary to the fulfilment of the object of this Agreement, the Receiving Party may disclose Confidential Information of the Party Provided to any Affiliated, employee, director, counsellor, subcontractor, Beneficiary of Service, agent or representative of the Revenue Party who has "legitimate need to know" the information in question and is obligated to with

the Revenue Party to protect the confidentiality of the information in a way substantially equivalent to that required from the Revenue Party pursuant to this Agreement. The Parties shall be responsible for any non-compliance by any of your Affiliates officials, directors, advisors, subcontractors, agents or representatives of the confidentiality restrictions. The Receiving Party may also disclose Confidential Information of the Party Provides to the regulatory bodies of the Receiving Party, provided that they are whole of the obligations of the Revenue Party of confidentiality in regard to the Information Confidential from the Supplier Party, and provided, ademals, that the Receiving Party shall only disclose the Confidential Information to the extent expressly required by the regulatory body.

5. Should any unauthorized disclosure occur, loss of any Confidential Party Information Provided, or impossibility to respond by any such Confidential Information, the Revenue Party will promptly notify the Party of this fact Supplier and shall cooperate with the Supplier Party and shall take the measures as necessary or reasonably requested by the Supplier Party to minimise the breach and any damage from it resulting.

### 3. Inexistence of Implicit Rights

The Confidential Information of each Party shall remain the property of the Party. None of the provisions contained in this Clause 21 (Confidentiality) will be interpreted in such a way as to obligate a Party to disclose its Confidential Information to the other Party, or in such a way as to grant or confer on a Party, express or tacitly, rights or license to the Confidential Information of the other Party. Any such obligation or concession shall be valid only if you observe the other provisions of this Contract.

### 4. Obligation of Disclosure

Should the Receiving Party receive solicitation of governmental authority, judicial or other regulatory authority for disclosure of any Confidential Information of the Party Provided in no way otherwise permitted by this Contract, the Party Receiver will deliver to the Party Supplies ready notification of the solicitation such that the Supplier Party may plete with a cautionary measure or other appropriate remedy. Should a precautionary measure or similar measure not be obtained by the date on which the Revenue Party must meet the solicitation, the Revenue Party may provide the portion of the Confidential Information which, it said, is required to provide by law. The Receiving Party shall make reasonable efforts to obtain guarantees that confidential treatment will be conferred on the Confidential Information in that way disclosed.

## 5. Confidential Character of this Agreement

Each Party may disclose the existence and general nature of this Agreement as permitted by Clause 27.5 (Public Disclosures), however, otherwise the terms and conditions of this Agreement shall be deemed to be Confidential Information of each Party; re-salvaged, however, that the terms and conditions may be disclosed by any Party with respect to (i) effective or good-faith proposal of incorporation, acquisition or similar operation, provided that the receiver entity in the first place chord by written obligations substantially similar to those described in this Clause 21, and (ii) any regulatory body solicitation of any Part of analysis of this Agreement.

## 6. Return or Destruction

As requested by the Supplier Party during the Deadline, The Receiving Party shall return or destroy any Confidential Information designated from the Supplier Party; re-salvaged, however, that the Confidential Information is not necessary to the Part Receivership for fulfillment of your obligations provided for in this Agreement. Where Confidential Information from the Supplier Party is no longer necessary for the fulfillment of the obligations of the Revenue Party pursuant to this Agreement, or in any hypothesis, when of the termination or termination of this Agreement, the Receiving Party will return or destroy the Confidential Part Information. However, the Receiving Party may hold (i) any Confidential Information of the Party Provides that the Receiving Party has license to continue using, (ii) in the archives of its legal department or external counsel, only for the purposes of registration, a copy of any material whose return or destruction has been requested, and (iii) electronic copies as may be necessary for compliance with the laws and regulations of maintenance of documents applicable to business operations of the Receibedora Party. Too, a Party shall have no obligation to destroy any Confidential Information subject to claim, controversy, process or subpoena or in any other circumstances in which the Party reasonably believes that the destruction of the Confidential Information would be unethical or illicit.

## 7. Duration of Confidentiality obligations

1. The obligations of the Revenue Party pursuant to this Clause 21 (Confidentiality) Apply to Confidential Information of the Supplier Party disclosed to the Revenue Party before or after the Date of Vigance and will end-perate during Term Time and subsist after the termination or termination of this Agreement as follows:
89. The obligations of the Receiver Party provided for in Clause 21.6 (Return or Destruction) will continue in full force until the respective full compliance.

90. In respect of any portion of the Confidential Party Information Providing that constitute business secret pursuant to the applicable Laws, the obligations will perenate as long as the information continues to constitute business secrecy.
91. In regard to all the remaining Confidential Information of the Supplier Party, the obligations will subsist by the Term of this Contract and by 2 (two) years after fulfilment by the Receiver Party of its obligations provided for in Clause 21.6 (Return or Destruction) with respect to the Confidential Information in question.

## **INDEMNIFICATION BY CLAIMS OF THIRD PARTIES**

### **1. Definition of Reivindication and Damage**

1. "Claim" means any process, or any claim, action or civil, criminal, administrative or investigative procedure, filed or imminent against physical or legal person, initiated by a third party against any of the Parties or their respective Indenized Parties.
2. "Injury" means any (i) losses, obligations, damages, burden and claims paid to any third party or to its benefit in accordance with any sentence or decision or any agreement resulting from Reivindication by which Party is responsible in the terms of the provisions of indemnification of this Agreement, and (ii) fees and disbursements of lawyers, interest and fines in relation to any preceding act.

### **2. Indemnification by IBM**

1. IBM, at its expense, will indemn, defend and maintain exempt FAST SHOP and Service Beneficiencies, and their respective directors, advisors, employees, agents, successors and transferees (together, "Exempted Parties from FAST SHOP") in relation to all and any Damages incurred by any of them arising out of, relating to or based on any of the following, where presented:
  92. Any Claim relating to the failure to comply with or disregarding IBM of any duties or obligations, including payment obligations, which should be observed or complied with by IBM in the Date of Vigance, or after that date, pursuant to any FAST SHOP contracts mentioned or identified in Clause 13 (Transfer or Use of Resources) assigned to IBM or in respect of which IBM has assumed financial, administrative or operational responsibility, however, only to the extent that that the Reivindication consists of the contract designation date applicable to IBM, or after that date, or IBM otherwise takes responsibility for these duties or obligations in accordance with this Agreement.

93. Any Claim by IBM Staff or IBM Employees, including Claims alleging that FAST SHOP would have any labor liability or other nature in relation to IBM Staff or IBM Employees, be it at quality of employer or supportive person or subsidiary, whether in any other way.
94. Any Claim relating to any violation or alleged violation of IBM's obligations pursuant to Clause 21 (confidentiality).
95. Any Claim concerning violation or alleged violation of legislation or law consumerist, environmental, or that concerns other vilified, collective or individual interests homogeneous, arising from shares or omissions of IBM, of the Personnel of the IBM, from IBM Employees or any other person for whose acts IBM is responsible.
96. All and any penalties or penalties applied by any and any organ of the Public Power or on its behalf, arising from shares or omissions of IBM, IBM Staff, IBM Employees, or any other person for whose acts IBM is responsible.
97. Any Claim of violation or embezzling of any patent, business secret, copyright or other Intellectual Property Rights violation of Clause 19.4 (Not violation).
98. Any Claim regarding the passing or bodily injury, or damage, loss or destruction of tangible movable or immovable property of any third party (including employees of the FAST SHOP, the Service Beneficiaries or IBM or their respective subcontractors) filed against Indenized Part of the FAST SHOP which, the second allegation, was entailed by the actions or omissions of IBM, IBM Staff, IBM Employees, or any other person for whose acts IBM is responsible. However, IBM will be entitled to receive contribution from FAST SHOP in regard to the Reivindication to the extent that the proportional negligence of FAST SHOP is responsible for the alleged injury or damage, loss or destruction.
99. Any Claim concerning the use by IBM of any Equipment, Third Party Software, or Third Party Service Gift Agreement placed at IBM's disposal by FAST SHOP to the extent that the loss resulted from violation by IBM of the applicable third party licensing contract, tenancy agreement, or Service Gift Agreement by Third Party, to the extent that IBM takes notice of these requirements.
100. Any values, including tax, interest and fines levied from the FAST SHOP resulting from the failure to comply with and detract from IBM of its obligations under this Agreement, including those provided for in Clause 11 (tributes).
101. Any Claim, which has not filed for indemnification pursuant to this Agreement, filed by Affiliate or subcontractor of IBM pleading rights pursuant to this Agreement.

## 1. Claims of Violation

Case Materials, Independently Developed Materials, Items to Be Delivered or other items provided by IBM or in your name to FAST SHOP, or any item used by IBM in the provision of the Services (each "Indenized Item") become or, in the reasonable opinion of IBM, likely to become, object of Reivindication of violation or embezzling, IBM shall, in addition to indemnifying the Indenized Parties of FAST SHOP as disposed of in this Clause 22 and the

other rights that may be held by FAST SHOP pursuant to this Agreement, at its expense: (i) promptly obtain, at IBM's expense, the right to continue to use the Indenized Item, or (ii) if this is not possible upon Commercially Reasonable Efforts, then at the expense of IBM, promptly replace or modify the Indenized Item so as to make it regular or free from embezzling, without harming the performance, functionality or quality of the Services, increase the costs of FAST SHOP or disrupt operations commercial FAST SHOP, or (iii) if it is not possible for IBM to take any of the preceding steps after making commercially reasonable efforts, and only in that hypothesis, then, upon written notification with at least 30 (thirty) days of in advance to the FAST SHOP, IBM will be able to remove the Udenoted Item from the Services, with proportional reduction of the Charges and too much values due by FAST SHOP under this Contract. For the purposes of the Clause 16, the removal of the Indenized Item of the Services may imply, at the discretion of the FAST SHOP in a substantial breach of grave impact, may the FAST SHOP rescind this Contract for just cause.

## 2. Indemnification by FAST SHOP

1. The FAST SHOP should, at its expense, indemnify, defend and retain exempt IBM and its directors, advisers, employees, successors and transferees (together, "IBM's Indenised Parties") in relation to all and any Losses supported or incurred by any of them arising out of, relating to or based on any of the following, where presented:
  102. Any Claim relating to the failure to comply or disservice by FAST SHOP of any duties or obligations, inclusive of payment obligations, which should be observed or complied with by FAST SHOP pursuant to any FAST SHOP contracts referred to or identified in Clause 13 (Transfer or Use of Resources) assigned to IBM or in respect of which IBM has assumed financial, administrative, or operational liability in accordance with this Agreement, however, only in the measure where the claim is constituted prior to the contract designation date applicable to IBM, or IBM in another way takes responsibility for these duties or obligations in accordance with this Agreement.
  103. Any Claim concerning alleged violation of the obligations of FAST SHOP pursuant to Clause 21 (Confidentiality).
  104. Any claim of infringement or embezzling of any patent, business secret, copyright or other Intellectual Property Rights that has occurred because of systems or other items provided to IBM by FAST SHOP; re-salvaged that FAST SHOP will have no obligation to indemnify, defend or keep exempt from IBM's Indenised Parties in regard to any such Reivindication or process to the extent any infringement or misappropriation claimed is ascribed to any of the following hypotheses: (i) modification of the system or other item provided by FAST SHOP or in its name, unless the modification has been authorized, approved or effected in writing by FAST SHOP; (ii) combination, operation, or use of the system or other item provided by FAST SHOP or in its name with other specific items not provided by FAST SHOP, by its intermediate or second its specification; (iii) not use by IBM of corrections or modifications provided by FAST SHOP (at no cost to IBM) that

would remedy the breach and offer characteristics and functionality equivalent to those of the irregular items (provided that FAST SHOP delivered to IBM notification in reasonable advance giving account that the correction or modification will prevent the breach and propose reasonable time to use or implement the correction or modification); or (iv) use of Equipment or Software provided by FAST SHOP in environment other than its specified operating environment.

105. Any Claim regarding the passing or bodily injury, or damage, loss or destruction of tangible movable or immovable property of any third party (including employees of the FAST SHOP or IBM or their respective subcontractors) filed against Implied Part of IBM which, second claim, was entailed by the actions or wrongful omissions of FAST SHOP, personnel of FAST SHOP or any other person for whose acts FAST SHOP is responsible. However, FAST SHOP will be entitled to receive input from IBM in regard to Reivindication to the extent that IBM's proportional negligence is responsible for the alleged injury or damage, loss or destruction.
106. Any Claim by any physical or legal person, other than the FAST SHOP, who uses or receives the benefits of the Services with authorization from the FAST SHOP or by its intermediary or by virtue of this Agreement (as per the intent of the Parties that only FAST SHOP will be allowed to ensure execution of rights against IBM pursuant to this Agreement or in relation to the Services, while it is certain that FAST SHOP will be able to subrogate itself on any third party rights in that regard. The FAST SHOP will provide the severance precedent regardless of any lack or fault of IBM, however, this does not exempt IBM from any obligation it would otherwise have to with FAST SHOP pursuant to this Agreement).
107. Any unlawful act or alleged inveridic statement (including any omission or non-disclosure relevant) by FAST SHOP (or any of its Affiliates) concerning the terms and conditions of offers (inclusive remuneration and benefits to the employee) to Employees Affected prior to the Date of Vigance.

## 1. Denizance Procedures

1. The following procedures shall apply to Claims in respect of which a Party plews indemnification in accordance with this Agreement:
108. Promptly after an indemnified party receives notification of any Reivindication in respect of which it will pleaded indemnification in accordance with this Agreement, the indemnified party promptly notifies in writing the indemnification part of the Reivindication and will provide the indemnifying party with all reasonably available information requested in such a way as to enable the indemnifying party to make a decision with a knowledge of cause as to whether or not the indemnity is to be fully fit. Non-notification of the indemnifying party does not ab-roll or decrease the obligations of the indensing party provided for in this Clause 22 (Indenisation) if the indenizing party has or takes notice of the Reivindication by other means or case to no notification does not significantly harm its ability to defend the Reivindication. Within reasonable time after receiving notification of an indenized party giving account of Reivindication, however, at



the latest with advance from 10 (ten) days ("Notification Period"), the indemnifying party will notify in writing the severed party as to whether or not the indenizing party acknowledges its obligation to claim damages and opts to take control of the defense and agreement of the Reivindication (" Notification of Option ").During the Notification Period, the indemnified party will make Commercially Reasonable Efforts to extend the date on which it is due response to the claim until the indemnifying party provides its Notice of Option. Assuming that the indemnified party has otherwise reasonably cooperated with the indemnifying party with respect to the provision of reasonably relevant available information, the indemnifying party shall be liable for Damages during the Period of Notification if the indemnifying party is obliged to indemnify the severed party.

109. Should the indensitive party delivered tempestively Notification of Option to the address specified in Clause 27.2 recognizing its obligation to indemnify and opting to take control of the defense and agreement of the Reivindication, it will be entitled to have control exclusive about the defence and agreement of the Reivindication.After the delivery of Timely Option Notification recognizing your obligation to indemnify and opting to take control of the defense and agreement of the Reivindication, the indemnifying party will not be responsible for the indemnified party for any judicial expenses subsequently incurred by the party indemnified in the defense or settlement of the Reivindication.In addition, the indemnifying party will not be required to reimburse the party indemnified for any value paid or due by the severed party in the Reivindication agreement if the agreement was made without the written consent of the indenizant party.
110. Should the inquiring party fail to deliver Timely Option Notification regarding Reivindication recognizing its obligation to indemnify and opting to take control of the defense and agreement of the Reivindication, within the required Notification Period, the party indemnified may defend and / or make agreement of the Reivindication as it deems appropriate, at the costs and expense of the indemnifying party, inclusive of payment of any agreement, sentence or decision and of the defence costs or agreement of the Reivindication.The indemnifying party shall promptly reimburse the indemnified party, upon request, in respect of all the Damages incurred by the indemnified party with respect to the Reivindication.

## 1. Sub-Rogation

Upon fulfillment of all its obligations provided for in this Clause 22 (Indenisation by Claims of Third Parties) with respect to a Reivindication, inclusive of making full payment of all the values due according to its indemnification obligations, the indemnification party shall be sub-ro gated in the rights of the indenized party (s) in respect of that Reivindication.

## RESPONSIBILITY

## 2. General intent

Observed the specific provisions of this Clause 23 (Responsibility), the intent of the Parties is that, should a Party fail to fulfill its obligations in the manner required in this Agreement, that Party shall be liable to the other Party for any losses and effective damage consequently incurred by the other Party.

## 3. Limitations of Responsibility:

1. Unless otherwise disposed of in this Clause 23, in hypothesis some, either by force of contract, or by extracontractual civil liability (including breach of warranty, guilt and objective liability arising from liability extracontractual civil service), a Party shall be liable for indirect damage, outgoing profits, loss of revenue, loss of savings, punitive or special fines ("Indirect Damage"), except for the provisions of Clause 23.2 (c) below, even if the Party has been informed in advance of the possibility of the damage.
2. Unless otherwise disposed of in this Clause 23, the total liability of each Party to the other pursuant to this Agreement, either by force of contract or by extracontractual civil liability (inclusive breach of warranty, guilt and objective liability arising out of extracontractual civil liability) in total with respect to all claims and causes of asking pursuant to this Agreement shall be limited to value equal to the total costs paid or due to IBM according to this Agreement regarding the proper provision of the Services in respect of the period of 9 (nine) months prior to the month of occurrence of the most recent event originating in the liability. Should the most recent event originating from liability occur in the first 9 (nine) months from the Watch Date, liability will be limited to equal value to 9 (nine) times the average of the monthly total charges paid or due to IBM accordingly with this Agreement referring to the proper provision of the Services during the period of 9 (nine) months ("Maximum Straight Danos Limit").
3. Notwithstanding the set out in Clause 23.2 (a), IBM, as a Service Maker, will be responsible and indemnify the FAST SHOP for Indirect Damage arising from those or relating to the Services and / or any violation of this Agreement by IBM or by third parties for which IBM is responsible pursuant to this Agreement, up to the maximum value of R\$ 10,000,000.00 (ten million reais) per Contractual Year and up to the maximum value of R\$ 50,000,000.00 (five million reais) by the Deadline ("Maximum Limit of Indirect damage"). In case during the duration of the Contract the limit of R\$ 50,000,000.00 is reached, subsequent years will have a limit of R\$ 10,000,000.00 per Contractual Year. It gets right however, that the value referring to the Maximum Indirect Damage Limit is included in the Maximum Direct Damage limit set forth in the item "b" above and any amounts paid for the title of Indirect Damages should be deducted from the above limit set out in Clause 23.2 (b).

4. In the hypothesis of (i) breach of IBM's confidentiality obligations under this Agreement, caused by misappropriation or disclosure by IBM Personnel, by dolo, or (ii) loss and / or damage to FAST SHOP DATA, under the possession, processing or control of IBM and re-salvaged the provisions of Annex A-4, the IBM will pay FAST SHOP a fine for any of the hypotheses here provided for, worth R\$ 250,000.00 (two hundred and fifty thousand reais) per event, limited to 5 (five) events per year. It gets right, however, that this value shall be deducted from the Maximum Indirect Damage Limit set out in the item "b" above and any amounts paid for the title of Indirect Damages should be deducted from the above limit set out in Clause 23.2 (b). This fine does not exclude the right of the FAST SHOP the indemnity stipulated in this Agreement, and it is certain that if this fine will be taken down from the possible damages.
5. The limitations of liability contained in this Clause 23 shall not apply to how much follows: (i) values paid in relation to Claims and Damage object of indemnification in accordance with Clause 22 (Indenisation by Third-party Reivindication); (ii) damages relating to the embezzling or unlawful disclosure by a Part of the Other Party's confidential Information with violation of its confidentiality obligations provided for in Clause 21, (iii) to any damages arising out of violation of Rights Intellectual Property of the other Party, to any damages for bodily injury (inclusive death) and damage to real estate and tangible movable property.
6. Each Party has a duty to mitigate, to the extent reasonably achievable, the damage it incurred by which the other Party comes to account for.
7. IBM will not be responsible for the security of data during transmission by public telecommunications facilities or services.
8. Any delays in compensation or payment by IBM to FAST SHOP of values due under this Agreement will be subject to the same moratory accruals (fine, interest and monetary correction) that apply to delays in the payment of Charges by FAST SHOP in the terms of this Agreement.
9. The values of the items (c) and (d) above will be retuned by the accumulated IGPM whenever a accumulated variation of this index reach or surpass 40%.(forty percent).

#### 4. Force Majeure

111. No Party shall be liable for any inademplement or delay in fulfilling its obligations laid down in this Agreement if and to the extent that the inademplement or delay is caused, directly or indirectly, by fire, flood, epidemics, earthquake, elements of nature or fortuitous cases, uprisings, or civil disorders, war, terrorism, strikes, locaute, governmental action, or court determinations and the inademplement or delay were not foreseeable and could not have been prevented by reasonable precautions and could not be reasonably circumvested by the delinquent Party with use of alternative sources, alternative solution plans or other means each such event is designated "Force MajeForce Event".
112. In this hypothesis, the delinquent Party will be exempted from the compliance or further observance of the obligations in that affected manner, while perdurating the circumstances and provided that the Party continues to make Commercially Reasonable Efforts to resume the compliance or observance without delay. Any Party in this way delayed in its fulfillment immediately notifies the Party to which it is due to comply by telephone (to be promptly confirmed in writing after the beginning of the delay) and will describe with details the circumstances that have entailed the delay. As long as FAST SHOP is not invoking pursuant to Clause 23.3 (c) your payment rights by the IBM of alternate source Services there specified, then insofar as the provision of the Services, in whole or in part, is impeded or significantly affected by Major Force Event, the obligation of the FAST SHOP to pay Charges provided for in this instrument will be reduced correspondedly by equitable value.
113. Should any Major Force Event substantially prevent, hinder or delay the provision of the Services reasonably necessary for the fulfilment of the functions specified as crucial by FAST SHOP for more than 10 (ten) consecutive days, then, at the option from FAST SHOP: (i) FAST SHOP will be able to obtain these alternative source Services, and IBM will be responsible for paying the alternate source Services charges for up to 180 (one hundred and eighty) days, while endure the delay of the provision of the Services and as long as FAST SHOP continues to pay IBM for the Services affected by the Largest Force Event, obliging IBM, at its expense, to give to FAST SHOP and to the Beneficiaries of the Services all necessary or convenient assistance and cooperation to ensure the provision of the Services by the alternative source and the regular continuity of the business, activities and operations of FAST SHOP; or (ii) FAST SHOP will be able to rescind this Agreement, upon written communication to IBM. The FAST SHOP will be able to exercise the right of withdrawal upon delivery of written notification to IBM within 180 (one hundred and eighty) days counted from the event constituting a Largest Force Event previous to notification, specifying the date of the termination (provided that this date falls at least 30 (thirty) days from the delivery of the notification to IBM).
114. The Force Major Event will not exempt IBM from its successful implementation obligations of all Services regarding disaster recovery services included in this Agreement within the time frame specified in this Agreement, unless the resources identified in the IBM disaster

recovery plan for the FAST SHOP have also been unavailable as a result of Force Major Event to these resources.

## **1. High Availability, Disaster Recovery and Business Continuity**

IBM will keep at all time plans, procedures and High Availability features, Data Recovery and Business Continuity in accordance with this Agreement as per Annex A (Services).

## **COMPLIANCE DAS LEIS**

## **2. Compliance from the Laws**

115. Each Party agrees to obtain, at its own expense, all necessary regulatory approvals applicable to your business, obtain any licenses or alvarices necessary for your business and observe all the Laws applicable to it in the operation of their respective business, inclusive of the parts of the Laws applicable to it in the event that the Act imposes different obligations on each of the Parties. Should a Party be charged with the failure to comply with any such Act that affects this Agreement or the other Party, it shall promptly notify in writing to another Party of the charges.
116. IBM and its Affiliates, subcontractors, employees and agents will execute the Services in a manner to (i) observe all Laws applicable to IBM and its Affiliates and subcontractors, and (ii) observe all Laws applicable to the provision of the Services, inclusive those to which FAST SHOP would be subject not to the fact that FAST SHOP there was outsourcing the Services to IBM, both in relation to the location from where the Services is provided, and in relation to the place on which the Services will be received or enjoyed by the FAST SHOP and the Beneficiary Parties. The FAST SHOP will observe (x) all Laws applicable to the FAST SHOP and (y) all Laws applicable to the receipt by the FAST SHOP of the Services. Each Party will bear the risk and financial responsibility for any change of the Laws applicable to it or their respective business. That is, changes of laws that demand a change in the operations of FAST SHOP, which in turn demand a change in the Services that it runs IBM, will not be of responsibility to IBM.
117. Import / Export Controls:

118. The Parties acknowledge that certain Software and technical data exchanged in accordance with this Agreement will be able to become subject to import / export controls pursuant to the Laws of the United States and other countries. Neither of the Parties will import, export or re-export any such items, any direct product of these items or any technical data with violation of the applicable import/export control Laws.
119. Each Party shall be responsible for the observance of the import/export control Laws relating to any item which, according to the said Laws, is hained by having imported or exported, including responsibility for the elaboration and registration all to required documentation and obtaining of all permits, alvaras and permits required for observance.Each Party shall cooperate with the other Party in the efforts of the observance of the applicable import/export control Leis Party.

## **RULES OF INTERPRETATION**

### **1. Full Agreement**

This Contract, which consists of the signature page, in these General Terms and Conditions, in its Annexes and Appendices, and any changes, constitutes the integral agreement between the Parties in regard to the object ora versed and incorporates, integrates and overlaps with all previous and concomitous contracts and understandings between the Parties, whether written or verbal, referring to your object.

### **2. Contracting Parties; Inexistence of Third Party Beneficiaries**

This Contract is exclusively firmed up between FAST SHOP and IBM and can only be celebrated by FAST SHOP and IBM. This Contract does not create rights or causes to ask for enforceable under the law having third parties as authors or defendants, or obligations to third parties, including suppliers, Affiliates, subcontractors and customers of a Party, save as may be disposed of in Clause 22 (Indenization).

### **3. Changes and Contractual Modifications**

This Contract can only be changed or modified in writing as provided for in the Control Process of Change.

#### 4. **Applicable Laws**

The Parties to this act expressly agree that this Agreement and the fulfillment of obligations therein will be governed by and construed in accordance with the applicable laws of Brazil, and expressly waive any right to any other law to the which they may be entitled to by virtue of their current or future domicile or for any other reason, whatever it may be.

#### 5. **Consents and Approvals**

Should the approval, acceptance, consent or similar act be required by any Party pursuant to this Agreement, that act shall not be unjustifiably proofed, conditioned or denied, unless express provision of this Agreement at the discretion of the Party. No approval or consent given by a Party pursuant to this Agreement shall exempt the other Party of responsibility for the observance of the requirements of this Agreement, nor will it be construed as waiver of any rights provided for in this Contract (save in the measure, if any, expressly provided for in the approval or consent). Each Party shall, at the request of the other Party, practise the acts, including the conclusion of additional documents and instruments, reasonably necessary to give full effect to this Agreement.

#### 6. **Resignation**

Save in the event that a specific time frame is required for the practice of an act, the non-exercise or delay in the exercise by a Party of any right, power or appeal shall not operate as a waiver of the right, power or appeal, and no waiver shall be effective to less that is written and signed by authorized representative of the author Party of the waiver. Should a Party waive any right, power or appeal, the waiver shall not cover any right, power or subsequent or otherwise enjoyable appeal to the Party.

#### 7. **References**

120. The headers of the Clauses and the index employed in this Contract are intended for reference convenience only and will not enter into the interpretation of this Agreement.

121. Unless otherwise stated, references to Clause indicate the Clauses of the document in which the reference appears. For example, references to Clause in these General Terms and Conditions mean the Clauses of the General Terms and Conditions and, equally, references to Clause in an Attachment of this Agreement signify the Clauses of the Annex.
122. References to numbers (or letters) of Clauses of this Agreement also constitute reference to the Subclauses and include all of the Subclauses of the mentioned Clause.
123. Unless otherwise stated, references to Attachments of this Agreement also constitute reference to all Appendices to the mentioned Annex.

## **1. Rules of Interpretation**

124. Unless the context requires otherwise, (i) "inclusive" (and any of its derivative forms) means including, among others, (ii) "power" means having right, but not obligation, to do something and "not power" means not having the right to do something, (iii) constructions that indicate the future constitute expressions of command, not only mere expressions of intent or future expectation, and (iv) the term "written" or "in writing" is employed for the purpose of emphasis in certain circumstances, however, that fact shall not invalidate the general application of the notification requirements provided for in Clause 27.2 (notifications) in these and other circumstances.
125. The references contained in this Agreement to "days" and "years" that do not expressly mention Working Days or Contractual Years, constitute references to days railing and calendar years, unless otherwise stipulated.
126. Should any number of days be prescribed in this Agreement, days will be considered with exclusion from the first and inclusion of the last day, unless the last day falls on Saturday, Sunday or Brazilian holiday, in which case the last day will be the day immediately following that it is not Saturday, Sunday or Brazilian holiday.
127. In This Contract, when the words of the following terms have commented with uppercase letter, they will have the meaning to them assigned in Annex S (Definitions), except otherwise stated.
128. Unless otherwise stated or unless it transparently transparently appears in the context, any reference in this Agreement to the singular includes the plural and vice versa, any reference



in this Agreement to physical persons includes legal persons and references to any genre include references to the too many genres and vice versa.

129. The expressions defined in this Agreement will present the same meaning in the Attachments of this Agreement, which do not contain their own definitions.

#### 1. **Order of Precedence**

Should there be any conflict between this Agreement and any document incorporated by reference to this Agreement, the Parties shall attempt to interpret any such conflicting provisions in a coherent manner. However, in the hypothesis that it is not possible to lograte coherent interpretation, the order of precedence (including any respective amendments) will be as follows: (i) the General Terms and Conditions, (ii) the Annexes to this Agreement, (iii) the Appendices of this Contract, (v) any other attachments of this Agreement, (vi) other documents incorporated by reference, and (vii) Scope of Work and other documents requesting services.

#### 2. **Independent Provisions**

If any provision of this Agreement conflicts with the Laws according to which this Agreement shall be interpreted or if any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable by a competent authority, the provision in question shall, if possible, be deemed to be rephrased in such a way as to reflect in the closest possible manner the original intentions of the Parties in accordance with the applicable Laws. In any hypothesis, the remaining part of this Contract will remain in full force and effect.

#### 3. **Vias**

This Contract can be concluded in several avenues and by mechanical chancel, and all of them taken together will constitute a single contract between the Parties. Each signed track, including via signed reproduced by safe means (inclusive fax), will be deemed as effective under the law as an original signature.

#### 4. **Reformulation**

Where provision of this Contract is reasonably liable to interpretation that would render it valid, legal and enforceable and alternative interpretation that would render it unenforceable, illegal, invalid or void, then, as far as possible, the provision will be interpreted as limited and will be rephrased to the extent necessary to make it valid and enforceable.

## **SOLUTION OF CONTROVERSIES**

Any controversy between the consequent Parties or relating to this Agreement, including in respect of the interpretation of any provision of this Agreement or the fulfillment of obligations by IBM or FAST SHOP, will be solved in accordance with this Clause 26 ("Process of Solution of Controversies").

### **5. Informal Control of Controversies**

130. Observed Clause 26.1 (b), the Parties will initially attempt to informally remedy any consequential or relative controversy concerning this Agreement as per the following provisions:
131. Within 10 (ten) days from the receipt by a Party of the other Party of notification of a controversy ("Date of Controversy"), will appoint senior representative (i.e. person whose position within the company is superior, in the case of IBM, to the IBM Project Executive, and in the case of the FAST SHOP, to the FAST SHOP PROJECT EXECUTIVE) that does not substantially dedicate the entirety of its time to compliance with this Agreement, which will offer to meet with the designated senior representative of the another Party with the purpose of trying to solve the controversy amicably.
132. The appointed representatives will promptly come together to discuss the controversy and try to solve it without any need for any formal procedure. Any such discussions, and any materials drawn up with the purpose of viabilizing the discussions, will be treated as discussions targeting the agreement under the laws or standard of the applicable federal or state probative procedure that restricts the disclosure or admissibility of the discussions targeting the agreement, provided that this provision is not interpreted in such a way as to exclude the disclosure or admissibility of evidence that otherwise may be disclosed or admitted under the laws or probative procedure standards applicable solely for the fact that they have been presented in the course of the negotiations. The representatives will meet with the frequency that the Parties deem necessary so that each Party can fully integrate itself from the other's position. During the course of discussions, all reasonable solicitations made by a Party to the other of non-confidential information reasonably related to the lide objects will be promptly met.

133. The specific format of the discussions will be at the discretion of the appointed representatives.
134. The formal solution of controversies could be initiated by a Party when of the following facts, prevailing as to what occurs first:
135. The appointed representatives conclude in good faith that the amicable settlement of the controversy by continued negotiation does not seem likely.
136. Have passed 30 (thirty) of the Date of Controversy (this time limit will be by running notwithstanding any claim that the process described in this Clause 26.1 (Informal Controversing Solution) has not been followed or completed).
137. A formal solution of controversies is deemed to be appropriate by a Party aiming to avoid the applicable prescriptive term transcourse or superior position preservation with respect to other creditors, or a Party to determine in good faith, inclusive second set out in clause 26.4 (Equity Tutela), which violation of this Agreement by the other Party is such that it makes necessary preliminary injunction or other interlocuar or liminal appeal.

## 1. Dispute

In relation to any dispute that may arise in respect of this Agreement, the Parties in irrevocable and unconditional character shall submit to the exclusive jurisdiction and venue (and waive any exception of incompetence in relation to such courts) of the Comarch of the Capital of the State from São Paulo with respect to any process, action or procedure arising out of or relating to this Agreement. The Parties consent, ademals, to the jurisdiction of any state court located within a district that covers assets of a Party against which it has been handed down sentence for the execution of the sentence or decision against the assets of that Party.

## 2. Continuation of Execution

Each Party avickness (i) continue fulfilling its obligations provided for in this Agreement as long as controversy is being resolved, unless compliance is prevented by the other Party or the object of the lide prevents compliance, and (ii) not taking measure that intentionally by any way makes it difficult, to delay, or reduce the fulfillment of these obligations. In order for there to be no doubt, good faith controversy concerning billed Charges and the withholding of payment of Charges Contested by FAST SHOP as permitted pursuant to this Agreement will not be deemed impediment to the provision of the Services by the IBM nor will it hinder the fulfillment of obligations by IBM, nor does this Clause 26.3 be interpreted in such a way as to limit the right

of any Party to terminate this Agreement as laid out in Clause 16 (Termination). However, in the hypothesis that IBM rescind this Agreement pursuant to Clause 16.2 (c) (Termination by Payroll), IBM may require FAST SHOP to advance payment of Services and Transfer Assistance, and IBM will not be obligated to provide or to continue providing Services or Transfer Assistance until the receipt of this payment (s).

### 3. Equity Tuscreen

Each Party acknowledges that the violation of any of its obligations provided for in the Clauses of this Related Contract below or the violation or appropriation embezzled by its portion of any Intellectual Property Rights of the other Party may damage irreparably to the other Party in such a way that it could not be compensated properly for damages and pecuniary damage. In that circumstance, the injured Party may (in addition to all the other resources and rights) enter directly into judgment notwithstanding the remaining provisions of this Clause 26 (Solution of Controversies). The following Clauses are subject to this Clause: Clause 14 (Protection and Security), Clause 15 (Intellectual Property), Clause 16 (Termination), Clause 21 (Confidentiality) and Clause 22 (Indenuation by Third-party Reivindication).

## GENERAL PROVISIONS

### 4. Nature Binding and Cession

138. This Contract binds the Parties and their respective successors and permitted transferees. IBM will not be able to cede this Agreement nor delegate its rights or obligations under this Agreement, be it by force of law, be it to another title, without the prior written consent of FAST SHOP, re-salvaged that IBM may cede its rights and obligations under this Agreement to the successor in incorporation or acquisition of IBM and IBM may cede, in whole or in part, its rights to receive payments from FAST SHOP pursuant to this Contract. The FAST SHOP will not be able to cede this Agreement or delegate its rights or obligations provided in this Agreement without the prior written consent of IBM, save to the successor in incorporation or reorganization of the FAST SHOP or the entity acquiring Control of the FAST SHOP or acquire all or substantially the entirety of the business or assets of FAST SHOP. In addition, noted the consent of IBM, FAST SHOP will be able to cede its rights and obligations herein foreseen to any Affiliate. However, under no circumstances, IBM will be required to consent to cession to any Affiliate other than (i) present substantially similar or higher credit earning ability and risk of substantially similar or lower inadimplement to those of the FAST SHOP and (ii) chord in writing obligates themselves by the terms and conditions of this Agreement.

139. Any attempt to cession in violation of this Clause 27.1 will be void. The Party that cede this Agreement or delegating its rights or obligations under this Agreement shall deliver ready notification of the assignment or delegation to the other Party after its effective date.

## 1. Notifications

Any notifications, solicitations, demands and determinations pursuant to this Agreement will have the written form and will be deemed duly transmitted (i) case delivered in hand, (ii) on the designated day of delivery after timely delivery of service of night delivery expressed with secure tracking system, (iii) 6 (six) days after the shipping day, if remitted by registered letter or certified letter, with acknowledgement of receipt and waybill paid, and addressed as follows:

140. In the case of FAST SHOP:

FAST SHOP-Avenida Zaki Narchi, 1664 Complement Overshop-Carandiru, São Paulo, SP

Attention: Director President

With copy to:

Attention: Legal Director

141. In the case of IBM:

IBM Brasil-Rua Tutoia, 1157-Sao Paulo-SP-04007-900

Attention: Project Executive

With copy to:

Attention: Legal Director

142. A Party may periodically change its address or designated person for the purpose of notification upon delivery to the other prior written notification of the new address or designated person and of the date on which the amendment will pass the invigoration.

## 1. Not Request from Employees

From the Date of Vigance until 6 (six) months from the completion of its obligations provided for in this Agreement, IBM will not request or seek get the hiring of any employees of FAST SHOP, directly or indirectly (other than by general advertising), without the prior written consent of FAST SHOP. The FAST SHOP will not request or seek to obtain the hiring of any IBM employees, either directly or indirectly (other than by general advertising), until 6 (six) months from the date on which such an IBM employee has ceased to provide Services pursuant to this Agreement, without the prior written consent of IBM.

## 2. Pact of Good-Faith

Each Party, in its respective relations with the other Party in the terms or with respect to this Agreement, shall act reasonably and in good faith.

## 3. Public Disclosures

Any press releases, public announcements and public disclosures by any Party with respect to this Agreement or to the object of this Agreement, including promotional or marketing material, but without inclusion of advertisements intended solely to internal distribution or disclosures to the extent required for the fulfillment of legal or regulatory requirements outside of the reasonable control of the disclosing Party, will be coordinated with the other Party and approved by the other Party prior to release. Notwithstanding the above bet, IBM will be able to specify the FAST SHOP as a customer and describe in general terms the services provided by IBM under this Agreement in proposals and other marketing materials.

## 4. Mutual Negotiation

No standard of interpretation will apply to the interpretation of this Agreement at the expense of a Party on the basis of whether the Party has proposed or drafted this Agreement or any provision of this Agreement.

## 5. Independent Contractors

143. This Contract does not intend to create and will not be interpreted in such a way as to create relationship between the Parties other than those of independent parties who contract with each other solely for the purpose of bringing into effect the provisions of this Agreement. Each of the Parties undertake to take full responsibility for themselves and their own employees in regard to the responsibility of federal or state employer, labor indemnification, social security, and insurance-unemployment, occupational safety and sanitary administration requirements and all the other federal, state and municipal laws governing the hiring of these employees.
144. Each Party understands and agrees that neither this Agreement nor the Services provided under that instrument are intended to create employable bond pursuant to the ordinary law between IBM and FAST SHOP. Each Party acknowledges that the other is not qualified for any benefits plan of IBM or FAST SHOP, is not a participant of that plan nor is it subject to the terms of any such plan.

#### **1. Freedom of Action**

Neither FAST SHOP nor IBM will be limited as to the conduct of their respective businesses for the fact that they have firmed up this Agreement.

#### **THIRD-PARTY HIRING BY FAST SHOP**

145. The Fast Shop will have freedom of hiring other firms for the business transformation and consulting projects, but it will be able to give IBM opportunity to participate in the Fast Shop Plans and Projects.
146. Any project of this nature that has impacts on the costs of the infrastructure or the applications of the Fast Shop should be previously discussed with IBM to determine how, when and who will pay for this integration to legacy systems, costs of infrastructure and maintenance of the applications should it be necessary. To viabilize the necessary discussion and validation IBM will provide the Fast Shop with transparency a pricing template. Any point that cannot be solved in the operational sphere will be encambled upon the Monthly Follow-up Committee for solution, which will take into account the due financial balance.
147. The Fast Shop will not, however, be able to hire third parties for the IT services in the areas of infrastructure, support and maintenance of the applications, support and implementations

of systems (scope provided by IBM) without prior authorization from IBM, without prejudice to the provisions of Clause 10.0 of Annex A.

**[END OF GENERAL TERMS AND CONDITIONS]**



Annex F

(Facilities)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

148. This Attachment relates to the FAST SHOP Facilities and the IBM Facilities to be used in the provision of the Services. This Annex is organized as follows:

1. Clause 2.0 relates the FAST SHOP Facilities of which and for which IBM will provide the Services, in accordance with the one provided for in Item 5.2 of the General Terms and Conditions.
2. Item 3.0 relates to IBM Facilities that may be used to provide the Services, in accordance with the one provided for in Item 5.2 of the General Terms and Conditions.

149. The FAST SHOP Facilities relationship will be able to undergo changes in the course of the Contract term, to the extent that FAST SHOP passes on to perform its activities in new Facilities, or stop using some of the Installations referred to here, always observed the provisions of clause 13.4 of the Contract. Such changes will become effective upon simple notification.

## 2.0 Installations of FAST SHOP

**Caption:**

**"CD": FAST SHOP Distribution Center**

**"Shop": FAST SHOP store**

**"Shop and CD": FAST SHOP Store that also operates as an advanced distribution center**

**"Array": Array / Central Office of FAST SHOP**

**"Shop and Regional Office": FAST SHOP Store that contains regional office**

Type	Installation Name	Address	Bairro	City	UF
CD	CD Pavuna RJ	PEARL RIVER D' GOLD 31683 N. 801 MOD.5	PAVUNA	RIO DE JANEIRO	RJ
CD	PINHAIS CD	AV MARINGA 1354 BL.D UNID.D1/D2	CENTRO	PINHAIS	PR
CD	CD COUNTING	AV WILSON TAVARES RIBEIRO 1400 MOD.4 PAV	CHACARAS REUND	COUNT	M G
CD	CAJAMAR CD	ROD ANHANGUERA S/N	JORDANESIA	CAJAMAR	SP

		KM 37.5 PART B8			
CD	CD TAGUATINGA	Q CSG 12 LT.D3 MOD.1E/1F	TAGUATINGA SOUTH	TAGUATING A	DF
CD	ESTEIO CD	AV STANDARD 100	TRES PORTS	PORTO ALEGRE	RS
CD	CD SALVADOR	ROD BA-526305: L3- 001, PISO L3	SAO CRISTOVAO	SALVADOR	BA
CD	CD F. LIFE SP	AV ZAKI NARCHI 1698 LOT 33	CARANDIRU	SAO PAULO	SP
CD	CD RECIFE- SHOPPING RECIFE	STREET FATHER CARAPUCIAL, 777	GOOD JOURNEY	RECIFE	PE
Shop	IGUATEMI CAII	AV IGUATEMI 777 LJ.22 P. 1	BRANDINA VILLAGE	CAMPINAS	SP
Shop	SOUTH GARDEN	AV GIOVANNI GRONCHI 5819 SUCS 399/400	JARDINS	SAO PAULO	SP
Shop	TIJUCA RJ	AV MARACANA 987 P. L2 SUCS 2018,2019,2020	TIJUCA	RIO DE JANEIRO	RJ
Shop	CRYSTAL PR	R CDOR ARAUJO 731 P.@L2, LJ 236	BATEL	CURITIBA	PR
Shop	ELDORADO SP	AV REBOUCAS 3970 LJS.239E, 240E, 241E	PINES	SAO PAULO	SP
Shop	VILLALOBOS SP	UNITED NACOES AV 4777 P. 1-LJ.144	LAPA	SAO PAULO	SP
Shop	DIAMOND MALL	AV OLEGARIO MACIEL 1600	LOURDES	BEAUTIFUL HORIZON	M G
Shop	OSASCO	AV OF THE AUTONOMISTS 1768-1828 LUC.A02 A03	YARA VILLAGE	OSASCO	SP
Shop	SHOPP.TAMBOR E	AV PIRACEMA 669 LUC ANCORA I- FLOOR T	TAMBORE	BARUERI	SP

Shop	STA.URSULA	R SAO JOSE 933 1.PISO-SALOES COMER	CENTRO	RIBEIRAO BLACK	SP
Shop	LEBLON RJ	AV AFRANIO DE MELO FRANCO 290 LJ.106C	LEBLON	RIO DE JANEIRO	RJ
Shop	FASHION MALL RJ	EST OF GAVEA 899	SAO CONRADO	RIO DE JANEIRO	RJ
Shop	PLAZA NITEROI RJ	R FIFTEEN OF November 8 ESP.COM.137/38/ 39	CENTRO	NITEROI	RJ
Shop	NORTESHOP RJ	AV DOM HELDER CAMARA 5080 SL.4304/ 4305 PISO S	CACHAMBI	RIO DE JANEIRO	RJ
Shop	MOGI	AV ALDERMAN NARCISO YAGUE GUIMARAES 1001	GARDEN ARMENIA	MOGI DAS CROSSES	SP
Shop	TATTOAPE	R GONCALVES CRESPO 78 LJ.128- 131 140-143	TATTOAPE	SAO PAULO	SP
Shop	IGUATEMI BA	AV TANCREDO NEVES 148	PITUBA	SALVADOR	BA
Shop	RIVER DESIGN BAR	AV DAS AMERICAS 7777	BAR OF TIJUCA	RIO DE JANEIRO	RJ
Shop	PAULISTA II	R THIRTEEN FROM MAY 1947 ARCO 2042 P	BEAUTIFUL VIEW	SAO PAULO	SP
Shop	ANALIA SHOPPING	AV REG FEIJO 1739	ANALIA FRANCOII	SAO PAULO	SP
Shop	SHOPPING MORUMBI	AV ROQUE PETRONI JUNIOR 1089	V. GERTRUDES	SAO PAULO	SP
Shop	APR IGUATEMI	AV BRIGADIER WOULD MAKE LIMA 2232 LJ J-02 P. 1	PAULISTA GARDEN	SAO PAULO	SP

Shop	APR MKT PLACE	UNITED NACOES AV 13947 LJ.168	GERTRUDES VILLAGE	SAO PAULO	SP
Shop	SHOP BOURBON	R TURIASSU 2100 SUC 126/127/128	PERDIZES	SAO PAULO	SP
Shop	SHOP PALLADIUM	AV PRESIDENT KENNEDY 4121	AGUA VERDE	CURITIBA	PR
Shop	APR FASH MALL	EST DA GAVEA 899 ESP.CML.212B-2 PISO	SAO CONRADO	RIO DE JANEIRO	RJ
Shop	APR MUELLER	AV CANDIDO OF ABREU 127 NIVEL ML ESP.COM	CIVIC CENTER	CURITIBA	PR
Shop	GALLERY	ROD DOM PEDRO I S/N KM.131, 5 LJ.A22	GARDEN OF PALM	CAMPINAS	SP
Shop	CAXIAS OF SUL	ROD RSC-453 2780 KM3.5 LJ.368/ 369	DEVIATION RIZZO	CAXIAS OF SUL	RS
Shop	PARALLEL	AV LUIS VIANA 8544 ESP.CML.211/QD.B/ L2	PARALLEL	SALVADOR	BA
Shop	SH.GOIANIA	AV T 10 1300 ESO.CML.102/3/4 P1	BUENO SECTOR	GOIANIA	G O
Shop	GOOD VIEW	R BORBA CAT 59 EUC.228/ 229	SAINT AMARO	SAO PAULO	SP
Shop	DON PEDRO	AV GUILHERME CAMPOS 500	GARDEN SANTA GE	CAMPINAS	SP
Shop	DEL REY	AV PRES CARLOS LUZ 3001 PS.1 ESP.CML.103	CAICARA	BEAUTIFUL HORIZON	M G
Shop	IGUATEMI BR	Q CA 4 S/N LT.A LJS.87/ 88	ST HAB INU	BRASILIA	DF
Shop	BOURBON IPIRANGA	AV IPIRANGA 5200 SUC 223	AZENHA	PORTO ALEGRE	RS
Shop	BOURBON	ROSE TULIO OF ROSE 80 SUC	STEP D'	PORTO	RS

	COUNTRY	119/120/121/122	SAND	ALEGRE	
Shop	FS-D. PEDRO	AV GUILHERME CAMPOS 500 EUC N L413 S. EXPANS.	GARDEN SANTA GE	CAMPINAS	SP
Shop	MAXI SHOPP	AV ANTONIO FREDERICO OZANAN 6000 SUC 1028/29-	VILLAGE WHITE RIVER	JUNDIAI	SP
Shop	PRAIAMAR	R ALEXANDRE MARTINS 80 SUC 321/324 NIVEL 2	APPEARED	SANTOS	SP
Shop	GRANJAVIANA	ROD RAPOSO TAVARES 236 LUC 238 PISO SUP	LAGEADINHO	COTIA	SP
Shop	METROPOLE	PC SAMUEL SABATINI 200 LN 02	CENTRO	SAO BERNARDO DO CAMP	SP
Shop	BOULEVARD.BH	AV DOS ANDRADAS 3000 EUC 1013 PISO 1	SANTA EFIGENIA	BEAUTIFUL HORIZON	M G
Shop	IGUATEMI.RS	AV JOAO WALLIG 1800 210 PISO NP	STEP D' SAND	PORTO ALEGRE	RS
Shop	SALV.NORTH	ROD BA-526305 SL.CML.1015/ 102	SAO CRISTOVAO	SALVADOR	BA
Shop	RAPOSO	RAPOSO ROD TAVARES S/N KM 14.5 SUCS 3052	GARDEN BOA VIST	GARDEN BOA VIST	SP
Shop	IGUAT.ALPHAVILLE	AL RIO NEGRO 111 LOJA 326/327 PISO 2	ALPHAVILLE INDU	BARUERI	SP
Shop	APR HIGIENOPOLIS	AV HIGIENOPOLIS 618 PAV.PACAEMBU ARC2005	HIGIENOPOLIS	SAO PAULO	SP
Shop	BOURBON WALLIG	AV ASSIS BRASIL 2611 SUCS 325/326	STEP D' SAND	PORTO ALEGRE	RS
Shop	PLAZA MOOCA	R CAP PACHECO	PRUDENT	SAO PAULO	SP

		AND KEYS 313 PISO L1 LUC 1	VILLAGE		
Shop	IGUATEMI JK	AV PRES JUSCELINO KUBITSCHKEK 2041 PISO 2	VILA NEW CONCE	SAO PAULO	SP
Shop	SAO CAETANO	R CASEMIRO OF ABREU 4 NIVEL TERREO LUC 1	CERAMICA	SAO CAETANO	SP
Shop	APR BARIGUI	R PROF PEDRO VIRIATO PARIGOT DE SOUZA 600	MOSSUNGUE	CURITIBA	PR
Shop	BAR SALVADOR	CENTENARY AVENUE, 2992	BARRA	SALVADOR	BA
Shop	LARGE FIELD	MONASTERY OF THE MONASTERY, 1200	LARGE FIELD	RIO DE JANEIRO	RJ
Shop	ESTATION BH	CRISTIANO AVENUE MACHADO, 11833	CHLORIS VILLAGE	BEAUTIFUL HORIZON	M G
Shop	CENTRAL PLAZA	AVENUE DOCTOR FRANCISCO MOSQUE, 1000	PRUDENT VILLAGE	SAO PAULO	SP
Shop	GRAND PLAZA SAINT ANDRÉ	INDUSTRIAL AVENUE, 600	SAINT ANDRÉ GARDEN	SAINT ANDREW	SP
Shop	IGUATEMI ESPLANADA SOROCABA	AVENIDA GISELE CONSTANTINE S/N o	BEAUTIFUL PARK VIEW	VOTORANTI M	SP
Shop	JACUNA INSTATION	AV ATALIBA LEONEL, 1538	CARANDIRU	SAO PAULO	SP
Shop	IGUATEMI RIBEIRÃO	AV. LUIZ EDUARDO TOLEDO PRADO	VILLAGE OF GOLF	BLACK RIBEIRÃO	SP
Shop	JUNDIAÍ- MULTIPLAN	AVENIDA NINE OF JULY, 3,333	ANHANGABA UN	JUNDIAÍ	SP
Shop	METROPOLITAN BAR	AV N-S PAA 135	JACAREPAG UÁ	RIO DE JANEIRO	RJ



Shop	TIETÊ PLAZA	AV. PEREIRA DE MAGALHÃES, 1465	GARDEN IRIS	SAO PAULO	SP
Shop	PIRACICABA	LIMEIRA AVENUE, 722	VILA AREIAO	PIRACICABA	SP
Shop	SOUTH VALLEY	ANDROMEDRA AVENUE	SATELLITE GARDEN	ST JOSEPH OF THE CAMPS	SP
Shop	NEW BLACK RIBEIRÃO SHOPPING MALL	PRESIDENT KENNEDY AVENUE, 1500	RIBEIRANIA	BLACK RIBEIRÃO	SP
Shop	NORTH SHOPPING	HIGHWAY BA 526, No. 305	ARE CRISTOGO	SALVADOR	BA
Shop	PQ.DAS FLAGS	BOULEVARD JOHN BOYD DUNLOP, 3,900	GARDEN IPASSURAMA	CAMPINAS	SP
Shop	PATIO BATEL	AVENUE OF THE BATEL, 1868	BATEL	CURITIBA	PR
Shop	SHOPPING RECIFE	STREET FATHER CARAPUCIAL, 777	GOOD JOURNEY	RECIFE	PE
Shop	S. BERNARDO PLAZA SHOPPING	ROTARY AVENUE, 624	CENTRO	S.B. OF CAMPO	SP
Shop	RIVER MAR SHOPPING	AVENIDA REPUBLICA OF THE LIBANO, 251	PINA	RECIFE	PE
Shop	TACARUNA	AV. GOV. AGAMENON MAGALHÃES, 153	PINA	RECIFE	PE
Shop	UBERLÂNDIA SHOPPING	AVENIDA PAULO GRACINDO, 15	ABODE OF THE HILL	UBERLAND	M G
Shop	ZAKI NARCHI	AV ZAKI NARCHI 1650	CARANDIRU	SAO PAULO	SP
Shop	IBIRAPUERA	AV IBIRAPUERA 3103 LJ 38 FLOOR FIELD BEAUTIFUL	INDIANOPOLIS	SAO PAULO	SP

Shop	ARICANDUVA	AV ARICANDUVA 5555 LJS 69/70	VILA ARICANDUVA	SAO PAULO	SP
Shop	INTERLAGOS	AV INTERLAGOS 2255 LJ 36	GARDEN UMUARAMA	SAO PAULO	SP
Shop	IGUATEMI SP	AV BRIG WOULD MAKE LIMA 2232 P. FARIA LIMA	PINES	SAO PAULO	SP
Shop	MARKET PLACE	UNITED NACOES AV 13947 TERREO LJ. 106	GERTRUDES VILLAGE	SAO PAULO	SP
Shop	ABC-SHOPPING	AV PEREIRA BARRETO 42 P1/LJ.110-113/170- 175	VL.GILDA	SAINT ANDRE	SP
Shop	WEST PLAZA	AV ANTARTICA 380 ARCO 2110 1AND BL.A	WHITE WATER	SAO PAULO	SP
Shop	SOUTH PLAZA	PCA LEONOR KAUPA, 100 ARCO 126	JD SAUDE	SAO PAULO	SP
Shop	APR PAULISTA	STREET THIRTEEN OF MAY, 1947, P. 13 OF MAIO/ARC 289	BEAUTIFUL VIEW	SAO PAULO	SP
Shop	M1 NORTH CENTER	TV CASALBUONO 120 SUC 147	VILLA GUILHERME	SAO PAULO	SP
Shop	HOME CENTER	AV OTTO BAUMGART 500 SUC 102/103	VILLA GUILHERME	SAO PAULO	SP
Shop	ANALIA FRANCO	AV REG FEIJO 1739 LUC 29/30 N. TULIPA	VILA REGENT FE	SAO PAULO	SP
Shop	HIGIENOPOLIS	AV HIGIENOPOLIS 618 ARCO 133 /134- P. VEIGA F.	HIGIENOPOLI S	SAO PAULO	SP
Shop	NAPULHOS	ROD.PRES.DUTRA, KM 397-LJ.M05	VILA ENDRES	NAPULHOS	SP
Shop	FREI CANECA	Street Frei Caneca,	Consolation	SAO PAULO	SP

		569			
Shop	CITY SP	Av. Paulista, 1230	Beautiful View	Sao Paulo	SP
Shop	M1 ARICANDUVA	Av. Aricanduva, 5555	Jd. Santa Terezinha	SAO PAULO	SP
Shop	M1 TATTOAPÉ	STREET DOMINGOS AGOSTIM, 91 Shop 289/290	TATAPÉ	SAO PAULO	SP
Shop	M1 TABOAN	Highway Regis Bittencourt (BR 116) Km 271.5	City Intercap	Taboon of the Serra	SP
Shop	M1 MAUÁ	Avenida Governor Mário Covas Junior, 1	Center	Mauá	SP
Shop	M1 COASTAL PLAZA	Avenida Ayrton Senna da Silva, 1511	Sitio of the Field	Large Beach	SP
Shop	M1 SANTANA	Avenida Counsellor Moreira de Barros, 2780	Lauzane Paulista	Sao Paulo	SP
Shop	M1 Dom Pedro	Avenida Guilherme Campos, 500	GARDEN SANTA GE	Campinas	SP
CD and Shop	RIBEIRAO	AV CEL FERNANDO F. LEITE 1540 SUC 157/158	HIGH GOOD VIEW	RIBEIRAO BLACK	SP
CD and Shop	SALVADOR BA	AV TANCREDO NEVES 2915 S. COM.1092/3/4	PATH OF THE ARV	SALVADOR	BA
CD and Shop	CENTER UBERLANDIA	AV JOAO SHIPS FROM AVILA 1331 ESP.CML. 124	TIBERY	UBERLANDIA	M G
Shop and Regional Office	BARIGUI PR	R PROF PEDRO VIRIATO PARIGOT DE SOUZA 600	MOSSUNGUE	CURITIBA	PR
Shop	RIO PLAZA RJ	R GEN SEVERIANO	BOTAFOGO	RIO DE	RJ

and Regiona I Office		97		JANEIRO	
Shop and Regiona I Office	BH SHOPPING	ROD BR-356356 N. 3049 LUC N OP- 16/17	BELVEDERE	BEAUTIFUL HORIZON	M G
Shop and Regiona I Office	SOUTH BAR	AV DIARIO DE NOTICIAS 300 LUC 2109	CRYSTAL	PORTO ALEGRE	RS
Shop and Regiona I Office	PARK SHOP	ST SAI SO 6580	INDUSTRIAL ZONE	BRASILIA	DF
Shop and Regiona I Office	BARRA RJ	AV DAS AMERICAS 4666 LUC H/I/106- PS.01	BAR OF TIJUCA	RIO DE JANEIRO	RJ
Array	ARRAY	AV.ZAKI NARCHI, 1664	CARANDIRU	SAO PAULO	SP

### 3.0 IBM Facilities

Country	City
Argentina	Buenos Aires
Australia	Sydney
Brazil	Beautiful Horizon
Brazil	Campinas
Brazil	Hortolândia
Brazil	Rio de Janeiro
Brazil	Sao Paulo
China	Chengdu

China	Dalian
China	Shanghai
China	Shenzhen
China	Wuhan
Czech Republic	Brno
Egypt	Cairo
India	Bangalore
India	Chennai
India	Délhi
India	Gurgaon
India	Hyderabad
India	Noida
India	Pune
India	Calcutta
Mexico	Guadalajara (El Salto)
Mexico	City of Mexico
Mexico	Queretaro
Philippines	Cebu
Philippines	Manila
Romania	Brasov
Romania	Bucharest
Slovakia	Bratislava
Slovakia	Kosice
South Africa	Johannesburg
United States	Several cities
Vietnam	City of Ho Chi Minh



Annex G  
(Governance)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
SERVICES LTDA.  
on March 31, 2012.*

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## 1.0 Introduction

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- The Parties are expected to set up the Executive Committee on Governance ("CEG"), the "Management Time" and the Operational Monitoring Group by Business Areas ("Operational Monitoring Group"), for operation soon after the Effective Date, which will have authority to discuss certain themes related to the Contract, as specified herein, with the aim of:
150. In tange of the CEG, (i) provide an environment in which the executives of each of the Parties can assert mutual trust and respect, (ii) periodically monitor the fulfillment of the obligations of the Parties and (iii), where necessary, mitigate and address potential conflicts between the Parties.
  151. In what tange the Management Time, precede the constant discussion of operating procedures and protocols, as well as actions and initiatives related to the Contract, including projects and transformation actions that come to be carried out by IBM or by Third parties hired by FAST SHOP.
  152. In what tange to the Operational Monitoring Group, precede the constant discussion of operating procedures and protocols, taking into account the specificities of the business areas of FAST SHOP.
- Each of the Parties acknowledges and agrees that the other is and will always be absolutely autonomous in the conduct of their respective operations and activities, as well as in the fixation and modification, at any time, of their respective plans, strategies, budgets and business priorities. They agree the Parties, further, that this Annex G may not be invoked as a pretext for the disfulfilling of any of its obligations laid down in the Contract.
  - No deliberation by the CEG, Management Team or the Operational Monitoring Group will have the power to amend the provisions of the Contract without the respective instrument of contractual additive being struck.
  - IBM and FAST SHOP will allocate qualified, competent and experienced personnel, endowed with organizational and business dominance, responsibility and empowerment, in the Governance bodies.
  - IBM's focal point for any contact of the FAST SHOP, at any time, regarding the Contract, will be the IBM Project Executive appointed as responsible for the Contract. The focal point of the FAST SHOP for any contact from IBM, at any time, regarding the Contract, will be the IT Director (CIO) of FAST SHOP.

## 2.0 CEG

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153. They are attributions of the CEG:
154. To review the level of satisfaction of FAST SHOP with IBM Services, including with respect to the fulfillment of the Service Levels.

155. Ensure that FAST SHOP and IBM are well positioned to benefit from new developments, guidelines and strategies.
156. Act as the last friendly instance in the process of conflict resolution between the Parties.
157. Evaluate and establish the overall strategy for the Contract.
158. The CEG will be composed of the:
159. CEO from the FAST SHOP.
160. IT Director (CIO) of FAST SHOP.
161. Senior Executive of IBM Brazil or Latin America.
162. IBM Project Executive.
163. Each of the Parties shall be represented during the meetings of the CEG. Case one of the members of the CEG can not attend a meeting of the CEG, referred to as a Member, may send a duly authorized delegate to make arrangements and decisions on behalf of said member of the CEG. The minimum quorum for the meeting will be of at least one member of the FAST SHOP and a member of IBM. Each of the Parties will be able to replace any of its participating members of the CEG upon notification, in writing, to the other Party, provided that said substitute has at least the same level as a hierarchical one. The purpose of the CEG is to ensure an executive level of review and resolution of the global relationship between FAST SHOP and IBM under the Contract.
164. Periodic Meetings of the CEG. The CEG will meet (i) every 3 (three) months; (ii) upon request by any of the Parties at any time, provided that upon notice in advance of at least 15 (fifteen) days, to discuss any matter relating to the Contract that has been discussed, however unresolved, by Time of Management of the Prestation of the Services or the Conflict Resolution Process provided for in Clause 27 (Resolution of Conflicts) of the Contract, or (iii) on any other date to be mutually agreed upon by the Parties. The Parties will exchange suggestions about items to be included on the agenda for each periodic meeting of the CEG as soon as possible, but at least 48 (forty-eight hours) prior to the expected date of holding the meeting. The agenda may include, but not be limited to, the following: (a) compliance with the obligations of IBM; and (b) issues related to the implementation of the Contract.
165. Procedures for the Meetings of the CEG. The participation in the meetings of the CEG may occur personally, at the headquarters of the FAST SHOP or any other location agreed by the Parties, or by teleconference. IBM will produce minutes of the meetings of the CEG and will provide them to the FAST SHOP, at up to 3 (three) days of each meeting. The minutes will include a record of all agreed discussions, decisions and actions. The FAST SHOP will review the minutes and promptly inform IBM about any discrepancies or disagreements regarding them. Case required by FAST SHOP at any meeting, FAST SHOP (not IBM) will produce the minutes of the respective meeting, applying mutatis mutandis the above.

166. All deliberations regarding the issues of competence of the CEG will be taken by consensus among all its members present. The members should make efforts to reach consensus at any time.

## 3.0 Time of Management

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167. They are attributions of the Management Time:
168. Monitor the provision of the Services and the fulfillment of the Contract.
169. Ensure that the procedures for the provision of the Services specified in the Process Interface Manual are met, including with regard to the production, maintenance and monitoring of the program plans and risk management.
170. Create a framework for addressing issues.
171. Establish the priority of requests for Services
172. To review the level of satisfaction of FAST SHOP with IBM Services, including with respect to the fulfillment of the Service Levels.
173. The Management Team will be composed of the:
174. IBM Project Executive.
175. CIO from FAST SHOP.
176. Managers of FAST SHOP (as required).
177. Managers of IBM (as required).
178. Each of the Parties shall be represented during the meetings of the Management Team. Case one of the members of the Management Team can not attend a meeting of the Management Team, referred to as a Member, may send a duly authorized delegate to make arrangements and decisions on behalf of said member of the Time of Management. The minimum quorum for the meeting will be of at least one member of the FAST SHOP and a member of IBM.
179. Periodic Meetings of the Management Team. The Time of Management will meet monthly and on other dates to the extent necessary for the effective management of the Contract operation. The meetings will be held at the FAST SHOP headquarters or any other place mutually agreed upon by the Parties. The Parties will exchange suggestions about items to be included on the agenda for each periodic meeting at least 1 (one) day before the scheduled date for their achievement.
180. Procedures for the Meetings of the Management Team. Each of the Parties will ensure that their representatives in the Management Team, or the person nominated by each of them, will personally participate in each meeting. IBM will produce the minutes of meetings and will provide them for FAST SHOP, at up to 3 (three) days of each

meeting. The minutes will include a record of all agreed discussions, decisions and actions. The FAST SHOP will review the minutes and ask for IBM to change them to correct any discrepancies or discordances regarding them. Case required by FAST SHOP at any meeting, FAST SHOP (not IBM) will produce the minutes of the respective meeting, applying mutatis mutandis the above.

- 181. Are IBM Managers:
- 182. The IBM Infrastructure Manager-responsible for the operation and related infrastructure projects
- 183. the IBM Application Manager-responsible for operation and applications related to applications
- 184. the Project Manager and IBM Improvements-responsible for managing improvements to applications as Attachment A
- 185. o IT Architect-Responsible for definitions and monitoring of IT architecture related to the scope of IBM
- 186. Specific responsibilities of FAST SHOP and IBM in Management Time:
- 187. The FAST SHOP will be responsible for the elaboration and communication of your operational needs that are to be met by IBM pursuant to this Agreement.
- 188. IBM will be responsible: (a) for the identification of the solutions necessary to the global FAST SHOP fulfillment, as advocated in this Agreement; and (a) by the implementation of such solutions, so as to fully meet the scope of the Contract and the Levels of Service.

## 4.0 Operational Monitoring Group

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- 189. They are assignments of the Operational Monitoring Group:
- 190. Monitor the provision of the Services and the fulfillment of the Contract.
- 191. Presentation of the indicators of the provision of the Services (IBM members who belong to the Operational Monitoring Group).
- 192. Receipt of demands, criticism and suggestions, and proposition of solutions.
- 193. Analyze situations that are fleeing from normality, and proposition of action plans (IBM members who belong to the Operational Monitoring Group).
- 194. Ensure that the procedures for provision of the Services specifiedo.

195. The Management Team will be composed of the:
196. Collaborators of FAST SHOP (as required).
197. IBM managers (as required).
198. The minimum quorum for the meeting will be at least one member of the FAST SHOP and a member of IBM.
199. Operational Monitoring Group Meetings. The Operational Monitoring Group will convene fortnightly and on other dates in the measure of the required for the effective management of the Contract operation. The meetings will be held at the FAST SHOP headquarters or any other place mutually agreed upon by the Parties. The Parties will exchange suggestions about items to be included on the agenda for each periodic meeting at least 1 (one) day before the scheduled date for their achievement.
200. Procedures for the Meetings of the Operational Monitoring Group. At each meeting, the Operational Monitoring Group will receive, separately, representatives from the FAST SHOP, and with them will deal with all issues concerning the Contract, especially quality of the services provided by IBM in what tange the activities of these business areas; problems, demands, claims, solicitations, needs etc. of these business areas. IBM will produce the minutes of meetings and will provide them for FAST SHOP, at up to 3 (three) days of each meeting. The minutes will include a record of all agreed discussions, decisions and actions. The FAST SHOP will review the minutes and ask for IBM to change them to correct any discrepancies or discordances regarding them.
201. Specific responsibilities of FAST SHOP and IBM in the Operational Monitoring Group:
202. The FAST SHOP will be responsible for drafting and communication of your operational needs that are to be met by IBM pursuant to this Agreement.
203. IBM will be responsible: (a) for the identification of the solutions necessary to the global FAST SHOP fulfillment, as advocated in this Agreement; and (a) by the implementation of such solutions, so as to fully meet the scope of the Contract and the Levels of Service.

## 5.0 IT Services Plan

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204. IBM will develop an Annual IT Services Plan, which will indicate the planning of the provision of the Services of the Contract scope, in the course of the subsequent year. IBM is expected to present this IT Services Plan to the FAST SHOP annually, by the end of the first quarter of the current year. Exceptionally, in 2017, the Annual IT Services Plan will be developed by IBM until (inclusive) the month of May.
205. In the Annual IT Services Plan, IBM should specifically point out that it will meet the demands and operational needs that FAST SHOP will inform you by November 30 of the year prior to what each Annual IT Services Plan refers to. Additionally to such demands and operational needs informed by FAST SHOP, IBM is expected to address, in the Annual IT Services Plan, the planning of any other measures, inclusive of

infrastructure capacity increment and action plans to ensure the stability, performance and availability of the environments in the scope of this Agreement, without prejudice to the application, at all time, of the Levels Of Service Levels, as Annex B.

206. Each Annual Plan of Services of IT will be able to review and evaluate the Annual Plan of IT services immediately prior.
207. The implementation of the Plan of IT Services is expected to occur in the course of the year to which it refers, in the periodicity required for the fulfillment of the operational needs of FAST SHOP, in fulfillment to Annexes A and B.
208. The eventual omission of the Parties to the drafting of the IT Services Annual Plan will not be justifiable for the unfulfillment, by IBM, of its obligations under this Agreement. IBM will not be able to invoke such a circumstance to justify any omission on its part.

## 6.0 Innovation

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209. All start year to year IBM will do next to the board of the FAST SHOP, an innovation agenda at IBM's facilities in New York City in a way help drawing on the strategic, tactical, and project plan for the following years. In this planning are expected to attend senior executives from IBM Brazil and Latin America and from the side of Fast Shop the Chairman of the Board and the CEO of Fast Shop. IBM will make it available to business experts to speak and discuss trends, market changes, technology and innovation. The cost of travel and translating expenses will be agreed upon in advance of the event, each year, between the Parties.

Annex I

(Third Party Services Gift Contracts)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
SERVICES LTDA.  
on March 31, 2012.*

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## 1.0 Third party Services Prestation Agreements

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- This Annex describes the FAST SHOP Third-party Services Gift Agreements that will be placed at IBM's disposal for use in the provision of the Services. The list, scope and annual costs of the contracts were provided by FAST SHOP for IBM.
- IBM is responsible, operationally and financially, for the management of the FAST SHOP contracts, noted the provisions of Appendix I-1. Therefore, these services make up the scope of the Services, and IBM is responsible for its results, including by the fulfilment of the levels of services described in the respective contracts.
- In view of the above, even if there are contracts with third parties having as part of the FAST SHOP, FAST SHOP will not be the holder of the expenditures of them arising, carried out by IBM at the limits of Appendix I-1. Consequently, should any tax bill be issued by these third parties on behalf of the FAST SHOP, IBM will reimburse FAST SHOP the values for it expended. The redemption mechanism will be adopted only so that, from a financial point of view, IBM plates with the expenses of its entitlement in cases where FAST SHOP makes payments to third parties, which will be reputed by IBM's account and order.
- The values listed in this document stay vigour as of 03/01/2017.
- For contracts that IBM is responsible financially for the increase in use within the same scope, any increase in use should be previously reviewed and approved jointly by the Parties.
- Any replacement of the services or suppliers listed in Appendix I-1 will depend on agreement between the Parties, including in the case of termination or expiration of the respective contracts.

Annex J  
(Software)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
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on March 31, 2012.*

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## Introduction

210. Without prejudice to the provisions of Annex A, IBM shall make available and / or manage the Software indicated in this Annex J, in quantity and quality necessary for the fulfilment of the demands and operational needs of the FAST SHOP, according to the scope defined in the Contract.
211. The following relation specifies the Software required for scope fulfilment since Contract.
212. In case, for objectively demonstrable technical reasons that impact the Service Levels or make it impossible to make any of the Users ' activities, the replacement of some of the Software below, by others performing the same categories of functions, IBM should do so, as part of the scope of this Agreement.
213. IBM, however, is not obligated to provide Software that perform categories of functions other than those of the Software listed below, unless otherwise disposed of in another part of this Agreement, or if agreed upon between the parties.
1. Software owned by FAST SHOP
214. The relation below contains the Software products owned by FAST SHOP that are placed at the disposal of IBM for use in the provision of the Services.

Application Name	Technology	Description
GAN Suite	xHarbour	ERP developed internally Shop Front Box Post Sales
PAF-ECF	.net	Internally developed cash receipt system
ECF Client	.net	Fiscal Cupons generation client to operate in conjunction with Gan Suite
Gan Collectors	.net	Conferencing system on the entry and exit of products on the CDs
Vertis eCommerce	.net	Domestically developed e-commerce system
Intranet	.net	Internal portal, generation of price tags
Tool of tickets	.net	Tool of tickets from the internal areas of the Fast Shop

Fast File	.net	Integration layer of files between systems
Too many applications developed internally	xharbour / .net	Punctual applications

#### Software Licensed by FAST SHOP

215. The relation below contains the Software products Licensed by the FAST SHOP that are placed at IBM's disposal for use in the provision of the Services.

Application Name	Technology	Description
MySap Business Suite Powered by SAP NetWeaver	SAP	Implemented only the MM consumption
MySap Customer Relationship Manager CRM	SAP	Implemented only the customer service registration functionality
MySap Supply Chain Management SCM	SAP	Not implemented (*)
MySap Supplier Relationship Management	SAP	Not implemented (*)
MySap Product Lifecycle Management PLM	SAP	Not implemented (*)
MySap Human Resources HR	SAP	Not implemented (*)
MySap Financial FI CO	SAP	Implemented full modulo (*)
Sap XI (PI) Base Engine	SAP	Not implemented (*)

Application Name	Technology	Description
Treasury and Risk Mgmt	SAP	Not implemented (*)
Sales Service Order Processing	SAP	Not implemented (*)
Payroll Processing	SAP	Not implemented (*)
BI Business Intelligent	SAP	Not implemented (*)
BO Business Object-Enterprise	SAP	Contemplate Portal, Webi, Crystal report, Excelsius and Data Integrator
SAP BCM-Business Communication Management	SAP	Ura for integrated phoning listening to SAP BCM
WebSphere Soa Suite	IBM	Layer of integration
Oracle database	Oracle	109 licensed processors, in addition to the OEM licenses installed in the SAP environment
SQL Server	Microsoft	
Windows Server	Microsoft	
Visual Studio	Microsoft	End User
Project	Microsoft	End User
Visio	Microsoft	End User
MS Office	Microsoft	End User
Mind Manager 7.0	Mindjet	
AutoCAD	Autodesk	End User
Adobe Illustrator	Adobe	End User
Adobe Photoshop	Adobe	End User
Adobe Creative Cloud	Adobe	End User
MasterSaf	Mastersaf	
Roadshow	Routing	

Application Name	Technology	Description
Omnilink	Omnilink	
ForPoint	Task	
RM	Totvs	
Qualtrics Survey Reasearch Suite-Division	Qualtrics	The research platform Qualtrics, will provide Fast Shop the possibility to create a survey with unfolding or alternative pathways, to explore in a more appropriate way the shopping experience of our customers. Its platform is based on the cloud data storage, and may be accessed at any time, with no need for data storage
Windows Cal	Microsoft	End User
Windows Terminal Server Cal	Microsoft	End User

(\*) Non-implemented Softwares-The implementation is not scope of this Agreement

IBM Licensed Softwares

- 216.** The relation below contains the Software products Licensed by IBM, currently used in the provision of the Services.

IBM VERSE OR SMART CLOUD

IBM BigFix Inventory

IBM Cognos Business Intelligence for Non-Production Environment

IBM Cognos Business Intelligence Mid-Market Reporting for Non-Prod Env

IBM DB2 Enterprise Server Edition PVU Option

IBM DB2 Storage Optimization Feature



IBM Decision Server Advanced

COREMETRICS

WATSON ANALYTICS

IBM Endpoint Manager for Power Management

IBM's IBM Business Glossary

IBM IBM Business Glossary Anywhere

IBM InfoSphere DataStage

IBM InfoSphere DataStage Server

IBM ® Information Analyzer

IBM IBM Information Governance Catalog

IBM ® Information Services Director

IBM's IBM QualityStage

IBM Integration Bus

IBM's for Microsoft Applications Advance

IBM Tivoli Monitoring Active Directory Option

IBM MQ

IBM MQ Advanced Message Security Component

IBM Security Directory Server

IBM Tivoli Asset Discovery for Distributed

IBM Tivoli Composite Appl Mgr for Transactions Web and Robotic Resp Trcking

IBM Tivoli Composite Application Manager for Applications 3 Agent Pack

IBM Tivoli Composite Apps for Application Diagnostics

IBM Tivoli Monitoring

IBM Tivoli Monitoring for Applications

IBM Tivoli Monitoring for Databases

IBM Tivoli Storage Manager

IBM Tivoli Storage Manager Extended Edition

IBM Tivoli Storage Manager for Databases

IBM Tivoli Storage Manager for Enterprise Resource Planning

IBM Tivoli Storage Manager for Mail

IBM Tivoli Storage Manager Storage Area Networks

IBM Tivoli System Automation for Multiplatforms

IBM WebSphere Application Server

IBM WebSphere Application Server Network Deployment

IBM WebSphere Commerce Enterprise

IBM WebSphere MQ Managed File Transfer Service

IBM Workload Scheduler

IBM ® Master Data Management Collaboration Server-Collaborative Edition

IBM Cognos Business Intelligence Consumer

IBM Cognos TM1

IBM Connections Activities

IBM Rational Performance Tester

IBM XL C/C++ for AIX

Tivoli Storage Productivity Center Advanced

Tivoli's Productivity Center for Replication

IBM Tivoli

IBM Tivoli Save-Probe Support

SWMA for 5639-HMC

AIX Enterprise

AIX Standard

PowerVM Enterprise

PowerHA Standard

GPFS

NETEZZA

FORTIGATE

SYMANTEC

Cognos Mobile

SITEF

Manage Engine AD (End User)

Solarwinds Orion

VMWAre vSphere

Windows Server (SPLA)

SQL Server (SPLA)

Linux RHEL

CISCO MERAKIi

Rational Performance test

Rational Team Concert

IBM Tivoli OMNibus and Network Manager

IBM TIVOLI ENDPOINT MANAGER FOR LIFECYCLE MANAGEMENT

IBM TIVOLI ENDPOINT MANAGER FOR SOFTWARE USE ANALYSIS

IBM TPC (Tivoli Productivity Center)

TOTAL STORAGE SAN VOLUME CONTROLLER

Annex K  
(Equipment)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Equipment

217. Without prejudice to the provisions of Annex A, IBM is responsible for the operational and financial management of FAST SHOP Property Equipment when the Date of Vigance, listed in the Appendices to this Annex:

218. Equipment Asset-Appendix K-1.

219. Leasing equipment-Appendix K-2.

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*Annex A*  
*(Services)*

-

*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

220. This Appendix establishes the obligations of IBM regarding the User Service Services.

## 2.0 User Service Services (Service Desk)

221. IBM will provide the Service Desk Services (Service Desk) described in this Appendix, listening to the respective Service Levels (Annex B) and supporting organic growth.

222. IBM will provide:

IT support for the occurrences of FAST SHOP, from any of its areas / departments, including Televendas.

The IBM will use in the provision of the Services the IBM occurrences management system named ISM Maximo.

IBM will provide IT Support on all levels within the scope of the Contract, from the opening of the ticket to its solution, serviced the Services Levels of Annex B.

The technician who troubleshoots the ticket must describe the solution applied in IBM's hit management system and check out the ticket.

223. The User Service Services cover the following:

1. Users ' fulfilment for opening tickets. The opening of tickets will be able to give up via telephone or web listening.
2. Immediate guidance of the User and search for solution for the ticket in first care.
3. If unviable the solution in first fulfillment, redirection of the ticket to the IBM team or Third party responsible for the specialized listening of the case.
4. Closing of the ticket.

224. Service Desk Call Time: 24 (twenty four) hours per day and 7 (seven) days a week.

225. For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:

1. Performs (E)-main responsibility for the execution of the activity.
2. Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
3. Joint (C)-joint responsibility for the execution of the activity.

	Service of User Service (Service Desk)	IBM	FAST SHOP	
			FAST SHOP	Third parties
226.	Provide Service Desk Services (Service Desk) at the time of care set out in this Appendix.	And	S	S
227.	Provide a number of free calls from the Service of Service to the User, being responsible for the charges of incoming calls.		And	
228.	Manage the integrated global User Service Service and the diagnostics of problems.	And		S (if necessary)
229.	Provide Level 1 IT Support for the diagnosis of problems for all occurrences within the scope of this contract	And		
230.	Communicate to FAST SHOP about the availability (programmed and unscheduled) of the legacy applications and infrastructure managed by IBM.	And		
231.	Communicate to Users about the availability (programmed and unscheduled) of the legacy applications and infrastructure managed by IBM.	S	And	S
232.	Deploy occurrences management system through registration of occurrences by phone calls and transfer occurrences electronically between IBM and FAST SHOP.	And	S	
233.	Provide Level 2 and 3 IT Support for applications and infrastructure for which IBM is responsible for providing support, including the Softwares described in Annex J (Softwares).	And		
234.	Manage the submission of the Calls opened by the User Service Office for the IT Support of Levels 2 and 3 within the scope of this Agreement (Appendices A-3, A-4, A-5, A-6, A-7, A-8).	And	S	
235.	Provide office facilities for the resources of IBM IT Support providers allocated in FAST SHOP FACILITIES.		And	
236.	Open tickets next to third parties hired by FAST	And		S

	<b>Service of User Service (Service Desk)</b>  SHOP, relavatively the performance issues from services by these provided (See Annex I-Gift Contracts of Third Party Services)	<b>IBM</b>	<b>FAST SHOP</b>	
			<b>FAST SHOP</b>	<b>Third parties</b>
			S	

Annex L

(Assistance to Transfer)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
SERVICES LTDA.  
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# 1.0 Introduction

---

- The IBM will assist in the transfer of the Services back to the FAST SHOP, or to a service presenter indicated by FAST SHOP and that will succeed IBM ("Supcessora Services Prestator"), in case of termination or termination, albeit partial, of the Contract ("Assistance to Transfer").

## 2.0 Assistance to Transfer

---

237. 12 (twelve) months prior to the termination of this Agreement, or at a date prior to being requested reasonably by FAST SHOP, or on the date of receipt of a notice of termination (including notice of termination based on a violation of FAST SHOP), and by up to (as requested by FAST SHOP) 12 (twelve) months counted from the effective date of the termination or termination of this Agreement (considering that said effective date may be extended in accordance with the terms of Clause 5.2 of the General Terms and Conditions) ("Period of Transfer Assistance"), the IBM will provide Transfer Assistance to the FAST SHOP or, upon request from the FAST SHOP, for the Successful Services Prestator. The IBM will fully comply with the Contract, especially Annexes A and B, and those Attachments to which these make remission, during the period when IBM is providing Assistance to Transfer. IBM will not make any changes to the number of Personnel of IBM allocated in the provision of the Services during the Period of Transfer Assistance or relocate Personnel of IBM to cease to provide Services under this Agreement during the Period Of Transfer Assistance, except in the form provided for in the Transfer Plan to be mutually agreed upon by the Parties. The Parties shall cooperate fully between them during the Period of Transfer Assistance (broadly, to the same extent as the cooperation prior to the signing of this Agreement) to viabilize a smooth transition of the Services of IBM for the FAST SHOP or for the Successful Service Prestadora. The Transfer Assistance will include the assistance described in this Annex L (Assistance to Transfer) and the following:
238. After the Transfer Period, at the discretion of the FAST SHOP, IBM, upon lease or purchase and sale (at the discretion of the FAST SHOP), will give in to the FAST SHOP, or for whom it designates, all or some of your Equipment (as indicated by FAST SHOP) used when from the date of termination or termination of this Agreement, albeit partial, and dedicated to the provision of the Services, in the form authorized under the contract specific leasing or purchase and sale to be firmed. IBM will also provide all user documentation and too many documentations regarding these Equipments that are in power of IBM. The IBM will inform the costs of servicing the said Equipment in advance of the signing of the lease or purchase and sale (on up to Dec 10-days after requested by the FAST SHOP, or possible other agreed time in writing between the parties), and the FAST SHOP will assume liability on the maintenance contracts of such Equipment as such responsibilities arise after the date of termination or termination of this Agreement.
239. IBM will put it at the disposal or cede to the FAST SHOP or its Supcessing Services Prestator, at the discretion of the FAST SHOP, in the exacts terms in which pactuates,

any third-party service contracts used by IBM in the provision of the Services, provided that such contracts so permit and have not been firmed up within the framework of trade agreements held between IBM and these Third parties.

240. Should, after the Watch Deadline, the FAST SHOP need additional assets, other than those placed at the disposal by IBM, to continue to receive (or provide for itself) services similar to the Services, IBM will assist FAST SHOP in obtaining referred to assets at reasonable prices commercially, at the expense of the FAST SHOP.
241. The Transfer Assistance will include (as requested by FAST SHOP) all and any Services provided by IBM prior to the date of termination or termination, even though the termination has been partial. The Transfer Assistance under this Annex L will be provided in accordance with the terms and conditions of this Agreement in the form that said terms and conditions would apply before the expiry date of termination or termination, in particular the terms of Annexes A and B, and those Attachments to which these make remission.
242. During the Period of Assistance to Transfer, as long as the Services are being provided by IBM, the Services charges will be due by FAST SHOP as Annex C, without any addition.

## 3.0 Scope of Transfer Assistance

---

243. The scope of the Assistance to Transfer includes, and IBM is responsible for:
244. Assist the FAST SHOP in the essay and finalization of a plan for the transfer of the Services to the FAST SHOP or to the Supcessora Services Prestadora, which will include the Services transition plan, plan for the facilities, human resources plan, plan for the transfer of the assets and too much plans required for the realization of a timely and orderly transfer ("Transfer Plan").The Transfer Plan will establish the criteria for the completion of the Transfer Assistance and the applicable timetable. As part of the planning process and with the cooperation of the FAST SHOP, IBM will identify for the FAST SHOP which are, in IBM's opinion, the most relevant risks associated with the transfer of the Services and suggest ways to mitigate them.
245. Train the employees of the FAST SHOP or the Successful Service Prestadora in the use of the Software products, Equipment as well as in the procedures including practical training where necessary, used in the provision of the Services.
246. Provide a complete and up-to-date copy of the Process Interface Manual.
247. Use the asset inventory system maintained during the Surveillance Deadline to physically check the assets used in the provision of the Services and any other asset inventory system, as well as assisting in the physical transfer of all the assets, in accordance with the schedule in this Annex.
248. For FAST SHOP title Software products, if any, operational within up to 12 (twelve) months prior to termination or termination of the Contract, as well as for Type I Materials,

provide the source code in machine language, printed listings of the source code and assistance in the reconfiguration of the source code.

- 249. Provide assistance to FAST SHOP and the Supporting Service Provider with moving the data to the new environment, applicable case, of the systems or databases used by IBM in the provision of the Services.
- 250. Provide parallel processing and testing, requested in a reasonable way by FAST SHOP.
- 251. Assist the FAST SHOP in the licensing and acquisition of all the Equipment and Software products of Third Parties.
- 252. Provide for FAST SHOP all IBM's power documentation (or that it should be in power of IBM as part of the provision of the Services) for the operation and maintenance of the Software products and Equipment to be provided by IBM.
- 253. During the Transfer Assistance Period, IBM will provide the IBM Softwares necessary for the preparation and operation of the service provider's data processing environment that will replace it, and will exempt the FAST SHOP of charges relating to such supply as per the rules and limitations set forth in the Contract.
- 254. Provide too much assists requested reasonably by the FAST SHOP during the Period of Transfer Assistance.

## 4.0 Transfer Assistance Period

---

- 255. The Transfer Assistance Period will be up to 12 (twelve) months, counted (i) from the beginning of the 12th (twelfth) month prior to the date on which the full transcourse of the Original Period of Vigilance will be given; or (ii) the date of the notification of termination early.
- 256. The Transfer Assistance Period may be extended by an additional deadline in line with the provisions on extension of the Term Limit in the Contract, upon reasonable request from the FAST SHOP.

## 5.0 Too Many Terms of the Assistance to Transfer

---

- 257. During the Transfer Assistance Period, IBM will provide for FAST SHOP and for the Seller Service Provider oversee IBM Facilities, IBM's Capabilities, Equipment, Software, Contracts, and too much resources used in the provision of the Services, as reasonably requested by the FAST SHOP and necessary for the orderly transfer of the Services,



provided that said Sucessora Services Prestadora complies with the reasonable security requirements and confidentiality of IBM (in view of the competitive nature of the Successful Service Provider), including the signing of a confidentiality agreement with substantially consistent terms of confidentiality with those foreseen in the Clause 21 of the General Terms and Conditions.

258. IBM will provide you with the information regarding the Services in electronic or printed form, as applicable, requested by FAST SHOP, for the creation of requests for proposals and support for a procurement process to be completed by the end of the Period Of Transfer Assistance. At the very least, and to the extent that it is no longer in possession or under the control of FAST SHOP, IBM will provide an updated version of all information regarding the Services, which is substantially equivalent to the one provided for IBM before the start of the Contract.

259. IBM will provide Assistance to Transfer regardless of the reason for termination or termination. In the meantime, should IBM rescind the Contract for failure of the FAST SHOP in effecting payments at maturity, IBM will only provide the Transfer Assistance in case FAST SHOP effectuates the payment relating to said Transfer Assistance in advance, monthly.

## 6.0 Survival

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260. The applicable provisions of the Contract will remain in full vigour and producing effects during the Period of Transfer Assistance and will survive à your termination.

## 7.0 Completion of Transfer Assistance

---

261. The Transfer Assistance will be considered completed when the Acceptance Criteria defined in the Transfer Plan are fulfilled. IBM will notify FAST SHOP when it considers that these Acceptance Criteria have been reached and FAST SHOP will determine, within the period of up to 15 (fifteen) days counted from the date of said notification, whether the Acceptance Criteria have been fulfilled. Should the Parties fail to reach an agreement about the fulfillment of the Acceptance Criteria, the subject matter shall be submitted to the Dispute Resolution Process for resolution.

Annex M

(Policies and Procedures of FAST SHOP)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

262. Below are related to the FAST SHOP Policies and Procedures that the Parties acknowledge have been disclosed to IBM by FAST SHOP before the Vigour Start Date. IBM will follow the policies as well as they apply to the suppliers of FAST SHOP.

263. Regardless of any provision otherwise provided for in this Annex M or in the General Terms and Conditions, IBM has the right to provide the Services using IBM's policies and procedures that are not conflicting with the policies of security of the FAST SHOP.

## 2.0 Procedures Procedures Included from the Date of Vigance

264. It follows the list of the FAST SHOP's Policies and Procedures. Each of the documents referred to below should be printed and attached to the present Annex M:

Category	Title of the Document	Name of Digital Version Provided by FAST SHOP	Last Updated
Corporate	Fast Shop Ethics Code	"2016 FAST SHOP-IBM Annex M Apendice M-1Codigo Etica VERSAO FINAL.pdf"	
RH			
Administrative Services			
Information Technology			
General			

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*Annex M*

*(Policies and Procedures of FAST SHOP)*

*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract  
between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA.  
on March 31, 2012.*

Annex P  
(Reports)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed  
between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA.  
on March 31, 2012.*

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## 1.0 Introduction

265. This Attachment contains a list of the reports already agreed upon in the Vigour Start Date. All the remaining reports will be mutually agreed upon by the Parties.

## 2.0 Reports of FAST SHOP

266. The table below contains the name, description, payee area and periodicity of the reports.

Report Name	Description	Receiver	Periodicity
Operational indicators and Status of projects and improvements	Presentation of the report of the levels of services delivered from FAST SHOP, as Annex B and progress of the projects and improvements of the areas	IT Board and Managers	as Annex B Monthly
Operational indicators	Presentation of the report of the operational indicators delivered from the current month, to the business areas of FAST SHOP	Business areas and IT managers	Fortnightly
Proactive Survey Survey of Physical Stores (as Annex A)	Submission of failure points in relation to the services, equipment and software provided for in Annex A and Annex B	IT Manager	Annual
RCA	Ongoing presentation of the RCA's	IT manage	Weekly
Capacity / Prioritization (Resources allocation x Projects)	Presentation of Capacity (Resources allocation x Projects) and definition of Prioritization	IT manage	Weekly
Capacity / Performance of Infrastructure and software (Servers, Storage, Operating System, Database, among others)	Capacity / Performance presentation of the infrastructure	IT manage	Monthly



CAB (Advisory Committee on Changes)	Presentation of the changes that will be implemented in the productive environment / development / homologation / performance / etc.	IT manage	Weekly
Operational indicators with the partners	Presentation of the performance report of the partners (Ex. Embratel, Arcon, etc.)	IT manage	Monthly

Annex Q

(Minute of Process Interface Manual Index)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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- 273. Management of Vendors
- 274. Management of Knowledge
- 275. Execution of the Service (Local and Remote)
- 276. Asset Management
- 277. IT Service Continuity Management
- 278. Service Level Management
- 279. Program and Project Management
- 280. Management and physical implementation of new units

b. IT Operations

- 281. Incident Management (used by integrated Help Desk)
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- 284. Management of Batch Processing (Production Control and Programming)
- 285. Capacity Management
- 286. Change Management / Disclosure / Development
- 287. Configuration Management
- 288. Planning and Management of Data Center Infrastructure Facilities
- 289. Management of Database
- 290. Local Support (Deskside)
- 291. Management of Archives and Directories
- 292. Deployment and change of locality of User Equipment (PC and Printer)
- 293. Network Management
- 294. Management of Operations
- 295. Management of Printing
- 296. Management of Problem

297.Storage Management  
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c. Management of Security

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302.Management of vulnerability

d. Management of Applications

303. Televare Process Operations

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*Annex A*  
*(Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

307. This Appendix establishes the obligations of IBM regarding the Application Gereciation Services which will be performed by IBM, in conjunction with the Service Responsibilities Matrix.

## 2.0 Services of Management of Applications

308. IBM will provide services of management of applications (AMS) for the Software specified in Annex J (Software), as well as for any other Software made available to FAST SHOP by IBM or by Third parties, (i.e. IBM software or non-IBM Software) provided that such Software is found to be covered by the scope of this Agreement, using methods, procedures and tools related to the delivered services and that IBM determine as necessary for services to be delivered in a proper manner. Application support services can be delivered via a combination of on-site support (at the FAST SHOP facilities) and / or off-site remote support. IBM will provide the Application Management Services listening to the respective Service Levels (Attachment B) and supporting organic growth.
309. The following services are part of the Management of Applications:
1. Carry out monitoring of potential incidents concerning applications, inclusive of automatic monitoring as Clause 5.0 of Annex A and Appendix A-11.
  2. Ticket opening relative to incident detected on automatic monitoring grounds.
  3. Determination and solution of problems in applications.
  4. Specialized listening to Users as to tickets regarding Software and applications.
  5. Services of configuration of Software.
  6. Development services, adaptation, documentation, updating, maintenance and improvements of applications.
  7. Administration of the Software of applications.
  8. Management of providers of Application Management Services as Attachment I.
  9. Software version control.
  10. Maintenance of the performance of the current Applications (Annex J).
  11. Testing Services integrated.
  12. Provide FAST SHOP and keep vigour throughout the Vigour Period at minimum 10 (ten) licenses of the Software Watson Analytics.

13. Provide FAST SHOP access to the structured data base of FAST SHOP. It will be released access to the productive base of the Netezza and DB2.
  14. Provide existing technical documentation of the transformations carried out by IBM.
310. Call Time:
1. For incidents of severity 1, it will be 24 (twenty four) hours per day and 7 (seven) days a week for any system.
  2. For Severity incidents 2 of the GAN Stores systems, GAN Logistics / WIS, e-Commerce, Sitef, Paf, Notes and Tax Coupons, BCM, CRM, e-mail affecting the external customers of FAST SHOP, will be between Monday to Saturday from 8:00 AM to 11:00 PM, and Sundays and holidays, from 12:00 PM to 10:00 PM.
  3. For the remaining systems, from Monday to Friday, from 8:00 AM to 6:00 PM. The concept of "Severity", and its gradations, are found in Appendix B-1.
311. In the exceptional hypotheses where a ticket is not solved by the specialized technicians, IBM will direct such a call to the SW Laboratory, which it will solve the call upon adoption of the most advanced arrangements at the disposal of IBM. Without prejudice to this procedure, IBM, whenever possible, will also trigger the developer / manufacturer of the Software, so that it offers a solution to the problem faced.
312. Each application developed, remediation implemented and improvements of the existing applications will have a test plan drawn up by IBM in conjunction with the FAST SHOP, containing the diverse scripts, or test cases, to evaluate distinct functionalities of the application requested by FAST SHOP.
313. A team from the FAST SHOP, composed mainly of representatives of the Users, will be responsible for effecting the type-approval tests, following the roadmaps of established tests.
314. The result of the execution of each script will be:
1. Full acceptance of the module or object functionality of the test script;
  2. Acceptance with caveats so that the module or functionality is suitable to your needs;
  3. Refusal of the tested roadmap, where the user identifies divergences with the specification that make the immediate use of the application impossible.



315. The evaluation of these results will be subject to the Levels Of Service Indicators broken down in Annex B.

316. For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:

1. Performs (E)-main responsibility for the execution of the activity.
2. Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
3. Joint (C)-joint responsibility for the execution of the activity.

	Application management services	IBM	FAST SHOP	
			FAST SHOP	Third parties
317.	Software package configuration services	And		S
318.	Administration of application software	And		S
319.	Development, adaptation, maintenance, documentation, update of applications to meet the Levels of Services and scope of this Agreement,	And		
320.	Provide FAST SHOP access to the productive base of data. Such soment accesesand will be released to people previously authorized by FAST SHOP.	And		
321.	Software version control	And		
322.	Maintenance of the performance of the current Applications	And		
323.	Determination and solution of problems in applications	And		
	<b>Management of Incidents</b>			
324.	Open Incident Called in Service Desk		And (except if automatic)	
325.	Forward Called to IBM	And		
326.	Validate and recreate defects	And	S	

	Application management services	IBM	FAST SHOP	
			FAST SHOP	Third parties
327.	Perform emergency maintenance to restore the application (custom code)	And		
328.	Forward / Open tickets for third-party vendors (non-IBM software)	And	S	S
329.	Forward / Open ticket to SW Laboratory (IBM Software)	And		
330.	Third-party management / Response / solution of the SW Laboratory	And	S	
331.	Apply software patches in the uncustomized code	And		
332.	Prepare test criteria for patched applications	And	S	
333.	Report incident solution back to Service Desk	And		
334.	Test fix in applications	And	S	
335.	Accept the fix	S	And	
336.	Update the documentation of the applications	And		
337.	Request promotion for production of the corrected code	And		
338.	Promote the correction in production	And		
339.	Confirm resolution of tickets	C	C	
340.	Classify incidents as issues and forward to RCA	C	C	
341.	End Ticket	And		
342.	Elaborate RCA for Major Incidents	And		
343.	Diagnosis and solution of problems	And		
	<b>Management of Changes</b>			
344.	Create change request	And		
345.	Documenting activities of the change (related to applications)	And		
346.	Allocate resources to validate the change request	And	S	

	Application management services	IBM	FAST SHOP	
			FAST SHOP	Third parties
347.	Review the documentation of the change request	And		
348.	Approve / reject the change	S	And	
349.	Promoting the change in production	And		
350.	Approve / reject the promoted change	C	C	
351.	Approve the running back-out/fall-back	C	C	
352.	Run back-out/fall-back	And		
353.	Documenting the results of the change	And		
354.	End the request for change	And		
	<b>Service Request Management</b>			
355.	Start Service Request		And	
356.	Validate business need	S	And	
357.	Review the Service Request, develop the solution and estimate effort	And		
358.	Review and approve (or cancel / suspend) the proposed solution	C	C	
359.	Define the solution implementation plan	And		
360.	Implement the solution	And		

Annex V

(Control Process of Change)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
SERVICES LTDA.  
on March 31, 2012.*

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# 1.0 Introduction

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- All Changes under the Contract are subject to the Change Management Process described in this Attachment, resurred, however, that, upon written document signed by its authorized representatives, the Parties will be able to mutually agree to promote any Changes without observing the procedures and formalities laid out in this Attachment.As provided for in Clause 17.4 (a) of the Contract, "Change" means any change, modification or enhancement of the Services (including changes in the form under which the Services are provided) or the Contract.
- The Changes will be documented and monitored through the operational change control procedure envisioned in the Process Interface Manual.

## 2.0 Change Management Process

---

361. The Party seeking the Change will submit a written request to the other Party ("Request for Change"). The Request for Change will be:
  362. Submitted using, and in compliance with, the Change Order form or other procedure that comes to be agreed upon in the Process Interface Manual.
  363. Signed by an authorized representative of the Party who is submitting the Change Request.
364. Upon receipt of an Order for Change, the Party that receives it will analyze the request promptly and may request additional details about any aspects of the Change Order to the other Party. Such requests and the responses to the applications will be effected in the deadlines set out below.
365. A proposal for Change is a document drawn up by IBM that will be part of a Change Request or will be drawn up in response to a Request for Change of the FAST SHOP ("Proposal for Change"). By way of clarification, a Proposal for Change may be a proposal to amend the Contract. All Requests for Changes submitted by IBM will include a Proposal for Change. The Change Proposal will lay out the details about the implementation of the requirements of a Change Order and may include, as applicable:
  366. An analysis of the cost / benefit associated with the Change, including the risk of the implementation or not of Change.
  367. The specification of the Change to be realized.
  368. The timetable for the implementation of the Change.
  369. Any activities for the realization of tests and acceptance.

370. Any impact on Charges (increase or decrease) or conditions of payment.
371. A description of the resources to be used, the level of dedication envisioned in the allocation of the technical resources (e.g., programmers, DBA, architect, technical redactor) and the predicted level of dedication of IBM project managers (and too much resources that do not be technical).
372. Any impacts on the Services, including on the Levels of Services.
373. Any risks, premises or other issues deemed relevant.
374. Each Change Proposal will be submitted using, and in compliance with, the proposed Change Proposal form in the Process Interface Manual or other procedures agreed upon periodically by the Project Executives. IBM will not charge additional charges for drafting a Proposition of Changes. The FAST SHOP will be responsible for its own costs and expenses with the analysis of the Response to Change Request and the Proposal for Changes.
375. Upon receipt of the Proposal for Change, FAST SHOP and IBM will discuss and buscarion an agreement with respect to any modifications required in the Proposal for Change. The Proposal for a Change, once signed by an authorized signatory of each of the Parties, shall bind both Parties. Until the Change Proposal is signed by authorized signatories of each of the Parties, IBM will continue to provide the Services as if the Change Request had not been made.
376. Should the Request for Change be rejected by any of the Parties, the reason for the rejection should be clearly informed and placed at the disposal of the other Party, and the Party that rejected it may present one against proposal.
377. The FAST SHOP will be able to apply for a Change Request to receive priority treatment ("High Priority Change Request"). High Priority Change Requests will have priority over all the remaining Requests of Change, observed the available resources.
378. IBM will keep a record of all Requests for Change and All Changes Proposals, which will contain the following information:
  379. The date of the Change Order or the Proposal for Change.
  380. The date on which referred Request for Change or Proposal for Change was received, if it is different from the one indicated in the item (i).
  381. The date of the authorized signing.
  382. The end date.
  383. IBM will report all Changes monthly. The report of the Changes will include the timetable for the implementation of the continuous and planned Changes for the upcoming 12 (twelve) months.
384. The following deadlines shall be applicable unless amended by mutual agreement between the Parties.

385. Should IBM submit a Change Request and a Change Proposal, FAST SHOP will respond to the Proposal for Change to IBM within up to 10 (ten) Working Days counted from the date of receipt of IBM's Change Proposal, accepting or rejecting the Proposal of Change, or proposing alternatives. In the case of Omission of the FAST SHOP in responding on the above-defined deadline, the proposed change will not be considered accepted and IBM will be able to submit the matter to the operational monitoring group.
386. In case FAST SHOP submits an Order for Change, IBM will draw up a Change Proposal within up to 10 (ten) Working Days counted from the date of receipt of the Change Order or receipt of the clarifications or additional information requested that substantially change the scope of the Change. In the case of IBM's omission to respond within the above-defined period, the proposed change will not be considered accepted and FAST SHOP will be able to submit the matter to the operational monitoring group.
387. In case IBM and FAST SHOP agree to the Change Proposal, then IBM will implement the Change in accordance with the deadlines set out in the proposed Change Proposal.
388. Should IBM not be able to meet the Request for Change proposed by FAST SHOP and IBM inform this inability within the period of up to 5 (five) Working Days counted from the rejection, the matter will be brought to the appropriate level of governance for final decision.
389. As far as all Changes are concerned, IBM will schedule the Changes for the purpose of avoiding interruptions in the business operations of the FAST SHOP.  
IBM should implement all Changes in accordance with the operational change management procedures of the Process Interface Manual.



Annex W  
(Competitors)

*This Attachment is an integral and inseparable part of the Service Master Agreement completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## **1.0 Introduction**

390.This Annex W contains the list of IBM Concurrents and FAST SHOP. IBM and FAST SHOP will be able to, observed the Change Control Process set out in Annex V, to include or eliminate companies in this Annex W.

## **2.0 Competitors of IBM**

391.Accenture LLP.

392.PWC.

393.Integration.

394.Capgemini.

395.Computer Sciences Corporation (CSC).

396.Deloitte Consulting LLP.

397.HP Enterprise Services, LLC.

398.InfoSys Technologies Ltd.

399.Satyam Computer Services Limited.

400.Tata Group.

401.Unisys Corporation.

402.Wipro Limited

## **3.0 Competitors of FAST SHOP**

403.Via Retail (New PontoCom/ Cold Point / Homes Bahia).

404.Magazine Luiza S / A.

405.S / A Sales Machine.

406.B2W.

407.Carrefour.

408.FNAC Brasil Ltda.

409.Houses Pernambucanas (Arthur Lundgren Tecidos S / A).

410.Makro.

411.(E-Fácil).

412.G Barbosa.

413.Amazon.

414.Colombo.

Annex X

(Project Management Process)

*This Attachment is an integral and inseparable part of the Service Master Agreement  
completed between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND  
SERVICES LTDA.  
on March 31, 2012.*

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## 1.0 Introduction

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- This Annex describes the overall project management process that will be implemented in order to support the delivery of projects under the Contract framework.

## 2.0 Definitions

---

415. For the purposes of this Annex X, the following terms have the following meaning:
416. "Acceptance or accepted" means that a product provided for FAST SHOP in the scope of a project satisfies the completion criteria set out in the Project Plan.
417. "Conclusion Criteria" means mutually agreed conditions in writing that IBM must undertake to meet and satisfy its obligations for each project, as set forth in the applicable Project Plan.

## 3.0 Project Management Process

---

418. IBM's project management process is based on the premise that IBM's Project Executive has the global responsibility to satisfy the agreed upon in terms of quality, cost, technical programming and Project objectives.
419. FAST SHOP and IBM will nominate, each, a focal point (Project Focal Point) of their respective business areas, which will be responsible / give support to a project. The focal point of FAST SHOP will be named "Business Gestor" and collectively "Business Managers". The focal point of IBM will be named "Project Manager" and collectively "Project Managers". The Focal Point of Project has the authority to represent and link FAST SHOP and IBM, respectively, for this project and that will have specific operational functions as described below and yet those outlined in the Project Plan. The Focal Point of Project can be assigned the supervision of more than one project at a time. FAST SHOP and IBM will provide each other within reasonable time with a prior written notice of a change to their respective Project Focal Point and discuss any objections of the other in relation to such a change.

## 4.0 Responsibility of IBM

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420. The IBM Project Manager must:

- 421. Be the only point of contact for FAST SHOP for the establishment and maintenance of communications through the FAST SHOP Business Gestor regarding the Project.
- 422. Develop the detailed Project Plan in conjunction with the FAST SHOP Business Gestor.
- 423. Measure, follow up and evaluate progress according to the Project Plan.
- 424. Maintain Project Plan files and any associated documentation.
- 425. Manage the project for IBM, including planning, direction, and follow-up of all Project activities.
- 426. Establish the IBM Project team and, in conjunction with the FAST SHOP Business Gestor, team members, guide on the project management and Project Plan process, including the individual responsibilities, Deliveries and schedules.
- 427. To provide operational guidance, manage and be responsible for the performance of IBM employees and subcontractors assigned to the Project.
- 428. Define and monitor the support resources required by the Project.
- 429. Implement all changes consistent with the Change Control Process of the established in Attachment V (Change Control Process).
- 430. Resolve deviations from the Project Plan with the FAST SHOP Business Gestor.
- 431. Identify and solve project problems with FAST SHOP Business Gestor.
- 432. Plan, program, carry out and participate in the project planning of, reviews, periodic status meetings, as applicable, including the review of the work products to be produced.
- 433. Coordinate and schedule the service of IBM employees and subcontractors, as the case, in the periodic planning, review, and status meetings.
- 434. Periodically provide written status reports for FAST SHOP that provide information such as schedule status, technical progress, problem identification, and related action plans.

## 5.0 Process of Change Control

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- 435. Changes to the projects are subject to the Process of Control of Changes of Annex V.



## 6.0 Conclusion

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- 436. IBM will notify FAST SHOP in writing, when the criteria for completion of a deliverable has been fulfilled.
- 437. FAST SHOP must inform IBM, in writing, within 15 (fifteen) business days after receipt of the IBM notification if FAST SHOP believes that IBM has not complied with the completion criteria, along with reasonable details as to the reasons for such belief.
- 438. The IBM Project Manager will consider the FAST SHOP-themed request for reviews, if any, within the context of IBM's obligations.
- 439. Reviews FAST SHOP, agreed upon by IBM, will be made and the Project Final Result will be reintroduced to the FAST SHOP Business Gestor, moment when the deliverable will be deemed to be accepted.
- 440. If IBM does not receive a written notice from FAST SHOP within the timeframe specified above, then the Project deliverable will be considered accepted by FAST SHOP.

## 1ST ADDITION TO THE SERVICE GIFT MASTER CONTRACT

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This 1st Addition to the Service Master Contract of Services (the "Addition"), dated [] from [] 2017, is celebrated by and between:

- On one side, on the quality of contractor:

- **FAST SHOP S.A., ANONYMOUS CAPITAL OF CLOSED CAPITAL, BASED IN THE CITY OF SÃO PAULO, STATE OF SÃO PAULO, ON THE AVENUE ZAKI NARCHI, 1,664, OVERSHOP, CARANDIRU, CEP 02029-001, INSCRIBED IN THE NATIONAL CADASTRO OF THE MINISTRY OF FINANCE'S LEGAL PERTH ("CNPJ/MF") under paragraph 43.708.379/0001-00, in this act represented in the form of its Social Status, henceforth designated "FAST SHOP"; and**

- On the other side, in the quality of contract:

- **IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA., COMPANY LIMITED COMPANY, BASED IN THE CITY OF RIO DE JANEIRO, STATE OF RIO DE JANEIRO, AT AVENIDA PASTEUR, 138/146, URCA, CEP 22290-240, INSCRIBED ON THE CNPJ/MF UNDER # 33.372.251/0001-56, IN THIS ACT REPRESENTED IN THE FORM OF ITS SOCIAL CONTRACT, HENCEFORTH DESIGNATED "IBM";**

FAST SHOP and IBM henceforth here designated as "Parts", when referred to jointly, and as "Part", when they are referred to in isolation by the following:

### CONSIDERING THAT:

(i) on March 31, 2012, the Parties entered into the Service Master Agreement of Service between FAST SHOP and IBM dated March 31, 2012 ("Contract");

**(ii) between the date of its celebration and the present date, the Contract comes to be performed from Part to Party;**

**(iii) in the most recent period, both Parties noted the need to promote changes in the terms and conditions originally paced in the Contract, as a way to enhance the contractual relationship and its execution, adept at the current interests of the Parties, which have changed little by little since their celebration;**

**(iv) during the month of September 2016, the Parties met and debated on the amendments that should be implemented in the Contract; as the fruit of such discussions, the Parties entered into, on September 30, 2016, the non-binding Letter of Intent, to record understandings in relation to the possible changes in the Contract and its Attachments;**

**(v) in December 2016, the Parties affirmed Memorandum of Binding Understandings, the content of which the Parties now intend to incorporate into the Contract; and**

**(vi) the Parties intend to adjust various other aspects of the Contract.**

As a result of the above, the Parties RESOLVE TO ADD the Contract in the terms and conditions below.

For the purposes of this Addition, all the terms started with capital letters and herein not defined will have the meanings to them assigned in the Contract and / or in their respective Attachments.

## **1. New Contract Redaction**

1.1. As of 1st March 2017, the Contract (including the Service Master Contract of Services, all its Annexes and respective Appendices) passes the vigour, in its completeness, with the constant essay of the Append 1 of this Addition.

1.2. As a consequence of the provisions of the previous item, the essay original of the Contract (including the Service Gift Master Contract, all of its Attachments and respective Appendices), in its completeness, it cees to invigorate on the February 28, 2017, ressalvated the cases expressly mentioned in a diverse sense.

## 2. Rules of Transition

2.1. Levels of Service. The Service Levels provided for in Annex B of the Contract, as per the constant essay of the Amind 1 of this Deferral, will have effectiveness (i.e. will be mandatory) as of 1st March 2017.

2.2. Title of Resources acquired before December 31, 2016. In any hypothesis of termination or expiration of the Contract, FAST SHOP will have the right to receive all assets (equipment, software etc.) that are listed in the consolidated Asset Registration Book until December 31, 2016 (Athink 2 of this Addition) ("Book of Asset Registration"). However, when it is determined that an equipment or appliance is no longer suitable for the provision of the services, IBM will communicate such a fact to FAST SHOP explaining the reasons for the non-suitability. The FAST SHOP should either authorize the disposal of the equipment or appliance by IBM or, within 60 days of IBM's communication rectify it from IBM's premises. In case the equipment is not withdrawn within 60 days IBM is authorized to dispose of the equipment. IBM will also not be obligated to hand over the equipment or appliance that has been furloughed, stolen or strained, in this latter case by FAST SHOP's fault. In case the equipment has been taken without fault from FAST SHOP IBM at the end of the Deadline Will also deliver FAST SHOP the replacement equipment to the stray equipment. Cases of theft, theft or extravio should be properly pointed out in the annual inventory and IBM is expected to present to FAST SHOP the documentation that serves as a support for the record of the asset's casualty. IBM is obligated to, at any time, provide FAST SHOP clarifications, information, explanations and documents regarding the assets set out in the Asset Registration Book. After the signing of this Deferral, IBM will no longer be required to submit new versions of the Asset Registration Book to the FAST SHOP.

2.2.1. The FAST SHOP will have the right, in case you want, to buy the subscription and support of IBM software licenses (in accordance with the rules and licensing periods of the same) contained in the Book of Asset Registration at the lowest price between: (i) 50% (fifty percent) of the value of the last annual invoicing relative to the Contract (the sum of the last Annual Service Charge and the last 12-twelve-Monthly Service Charges-as defined in Annex C-, due by FAST SHOP prior to termination of the Contract); and (ii) commercial price at a discount of 60% (sixty percent) on the list price disclosed by IBM on the market through its official channels.

2.2.2. During the term of the Contract, FAST SHOP will be entitled to use the IBM development tools set out in the Asset Registration Book by its account or by hiring Third parties (in these cases, the right of use of such tools will be assigned to the Third parties hired by FAST SHOP), so as to meet their operational needs, organic growth and processing.

2.2.3. During the Deadline, FAST SHOP will have the right to use IBM's stress test tools constants from the Asset Registration Book, on its own or upon hiring Third parties (in these cases, the right to use such tools will be assigned to the Third parties hired by FAST SHOP), so as to meet their operational needs, organic growth and processing.

2.2.4. The FAST SHOP will have the right to make available the resources (Softwares, Equipment etc.) constants of the Asset Registration Book for the Third parties contracted by the FAST SHOP for the conduct of developments, inclusive transformation projects.

2.2.5. The provisions of Clauses 2.2.2. to 2.2.4. above applies to new software to tools that are to be used by IBM in place of those constants of the Asset Registration Book.

2.3. Title of Resources acquired after December 31, 2016. From 1st January 2017, unless the exceptions expressed in the Contract, any new hardware or

software licenses, other than perpetual, that IBM acquire for the provision of the Services, i.e. that do not build on the Asset Registration Book (Athink 2 of this Deferral), will be owned by IBM. The FAST SHOP will be able to exercise the option of purchase of the assets owned by IBM, referred to in this Clause, second terms and conditions that will come to be opportune agreed by the Parties.

2.3.1. Up to a maximum of 1 (one) year prior to the End Date, or, in the early termination hypothesis, up to 20 (twenty) days after notification of termination by either Party, IBM should inform FAST SHOP the list of hardware and software it is using for provide the Services and their respective maintenance costs and underwriting and support (cost of maintenance and underwriting and support only for the IBM hardware and software case), including not only those hardwares and software contained in the consolidated Asset Registration Book until December 31, 2016, as also all the remaining hardwares and software that find themselves affected to the provision of the Services on the End Date.

2.3.2. Specifically in what tange the IBM software, FAST SHOP will have the right, in case you want, to buy the subscription and support of the software licenses acquired by IBM (in accordance with the rules and licensing periods of the same) after 12/31/2016 at the lowest price between: (i) 50% (fifty percent) of the value of the last annual invoicing relative to the Contract (the sum of the last Annual Service Charge and the last 12-twelve-Monthly Service Charges-as defined in Annex C-, due by FAST SHOP prior to termination of the Contract); and (ii) commercial price at a discount of 60% (sixty percent) on the list price disclosed by IBM on the market through its official channels.

2.3.3. The FAST SHOP will have the right, in case you want, to purchase new IBM software licenses used in the provision of the services, for the price corresponding to the 60% discount (sixty percent) on the list price disclosed by IBM on the market through its official channels.

2.3.4. As of the termination of the Contract, FAST SHOP will have the right to use the perpetual software licenses (IBM or not) acquired by IBM for the

provision of the Contract object services. For purposes of clarification, perpetual software licenses are to be acquired by IBM directly on behalf of the FAST SHOP.

2.5. Hiring of IBM Professionals. IBM allowed FAST SHOP to hire as soon as possible 8 (eight) people from the current IBM team, with FAST SHOP being the FAST SHOP has already started the process of hiring such people. IBM agrees that FAST SHOP hire 3 (three) additional persons, which are expected to be indicated by FAST SHOP, and whose nomination will not be unreasonably declined by IBM.

2.5.1. The pace of the transition will be established by the Parties, and it is certain that it should be completed by the 1st of January 2018.

2.5.2. The hiring of these people depends on direct negotiation between FAST SHOP and they (IBM should facilitate the understanding of FAST SHOP on the level of remuneration and benefits of the persons to be transferred as well as the estimation of the withdrawal monies).

2.5.3. The FAST SHOP will bear down payment of the expenses associated with the transfer of these persons (costs of shutdown). It will remain, however, as the liability of IBM the labor liability of these persons related to facts that have occurred up to the date of their transfer, including the impact of this liability on the costs of shutdown

2.5.4. Professionals hired by FAST SHOP under this clause will have access to consultation with IBM's productive environments of responsibility, and access for consultation, creation and alteration to development environments, testing and homologation, and too many unproductive environments.

2.7. Transition of the Activity of Televendas. The activity of Televendas, which until 05/31/2017 will be part of the scope of the IBM services (subjecting themselves to the respective terms of the original wording of the Agreement), will be reassumed by FAST SHOP on the day immediately thereafter.

2.7.1. The transition of the activity of Televendas will take place in accordance with the constant transition plan of the Athink 3 of this Addition.

2.7.2. Will continue to integrate the scope of the Contract, however, pursuant to the constant wording of the Amind 1 of this Addition, the supply, by IBM, of infrastructure, solutions, equipment, software, as per Annex A of the Contract, necessary for the performance, by FAST SHOP, from the activity of Televendas.

2.7.3. IBM will take over the cost of transfer and installation of computer and telephony equipment at the new operation location chosen by FAST SHOP.

2.8. Monitoring. The automatic monitoring of the items specifically listed in the table contained in Appendix A-11 of Annex A is to be implemented by 05/31/2017. Such a forecast does not harm the continuity of the automatic monitoring that is already carried out by IBM, as well as those that will become necessary in the future, and that IBM will also be obliged to implement.

2.9. Charges of 2017. The charges owed by FAST SHOP will only be calculated in accordance with the new wording of Annex C of the Contract, depending on the constant essay of the Amind 1 of this Addition, as of the month of March 2017. In this way, the gross and LAIR revenue values referred to in Annex C, for the purposes of calculating the Monthly Charges for Services and Annual Services Charges (such which set out in Annex C) relating to 2017, will be computed exclusively with respect to the period between 03/01/2017 and 12/31/2017.

2.10. Charges in case of early termination. In the hypothesis of early termination of the Contract, the Annual Services Charges and the Monthly Service Charges (such which set out in Annex C) relating to the last year of the Contract shall be calculated by taking into account exclusively the gross and LAIR revenue figures referring to the period between (i) 1st of January of this last year of duration; and (ii) the month of this last year in which to become effective the termination.



2.11. IBM shall provide FAST SHOP access to the structured database of FAST SHOP data (in accordance with Appendix A-3 of the new Contract essay) on up to 30 days of the signing of the Memorandum of Understanding referred to in the preamble.

2.12. For the purposes of registration, the Athink 4 spreadsheet indicates the types of IBM Software licenses, and respective quantities, used by IBM for the provision of the Services on the date of signing of this Addition, with respective indicative acquisition prices and subscribing and support (not binding to IBM).

2.13. For the purposes of registration, the Athink 5 spreadsheet indicated the Softwares acquired by IBM, however with subscribing and support not renewed.

2.14. The Athink 6 features indicative list (non-binding to IBM) of applicable hardware acquisition prices in the hypothesis of supplies outside the scope of the Contract.

2.16. IBM will provide an updated / revised version of the Process Interface Manual referred to in Clause 17.3. of the Contract and Attachment Q, at up to 90 (ninety) days of the signing of this Addition. The FAST SHOP will be able to requisition changes to the version prepared by IBM, which IBM must implement.

2.17. Appendages K-1 and K-2 of Annex K Contract continue to invigorate with the original content, from them constant on March 31, 2012.

### **3. General Conditions**

**3.1. Vigour and effect.** The modifications provided for in this Addition shall come into force in 1st March 2017, the rules which, as expressly pointed out, come into force at a distinct time.

**3.2. Discharge.** The Parties to this act, shall hear among themselves the most full, general, irrevocable and irrevocable discharge of all obligations and responsibilities arising from the Contract prior to the signing of this Addition, with the exception of any outstanding payments in reason for Services provided pursuant to the Contract up to this date.

**3.3. Irrevocable and irretreatable character.** This Addition is celebrated in irrevocable and irredeemable character, obliging the Contracting Parties and successors, to any title.

**3.4. Law of Regency.** This Addition will be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

**3.5. Disputes.** All disputes arising from this Deferral shall be resolved in accordance with Clause 27.2 of the Contract.

And, because they are thus, together and agreed upon, the Parties sign this Addition in 2 (two) avenues of the same way and content, in the presence of the 2 (two) witnesses below signed.

Sao Paulo, [--] from [--] from 2017.

*(signatures on the next page)*

*(signing page of the 1st Addition to the Service Master Contract of Services celebrated in [--] from 2017 by and between Fast Shop S.A. and IBM Brazil-Industry Machines and Services Ltda.)*

---

**Parts:**

**FAST SHOP S.A.**

_____	_____
By: [--]	By: [--]
Cargo: [--]	Cargo: [--]
_____	_____

**IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA.**

_____	_____
By: [--]	By: [--]
Cargo: [--]	Cargo: [--]
_____	_____

**Witnesses:**

_____	_____
—	—

Name:

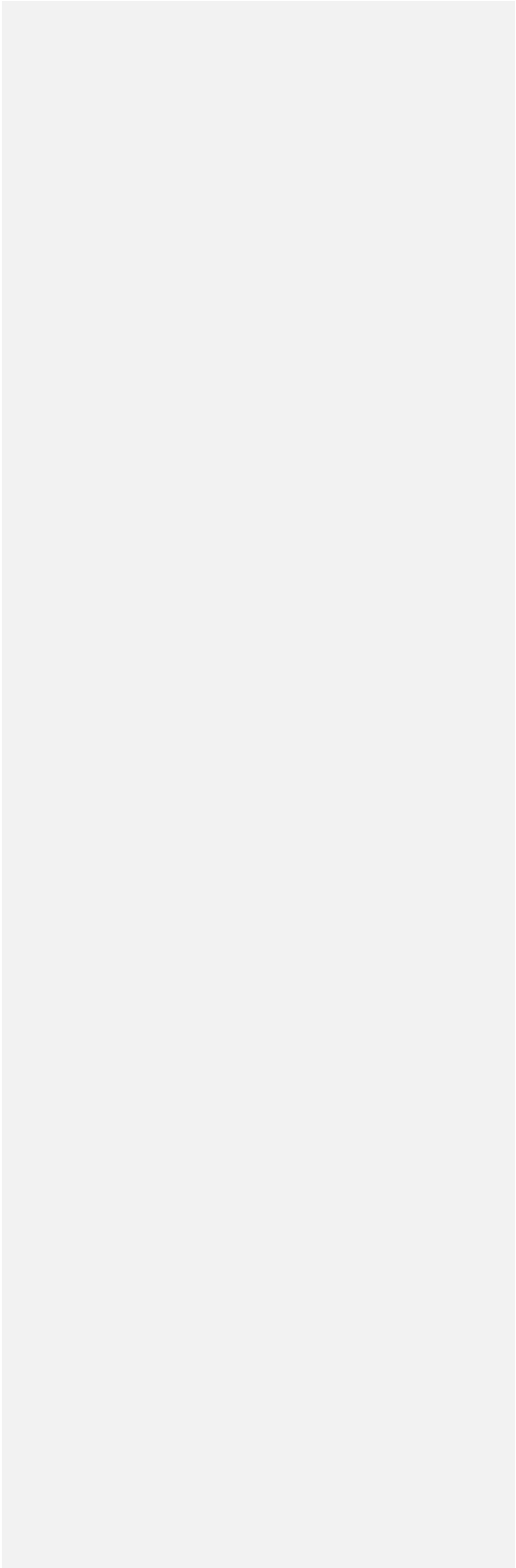
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CPF/MF:

Name:

RG:

CPF/MF:

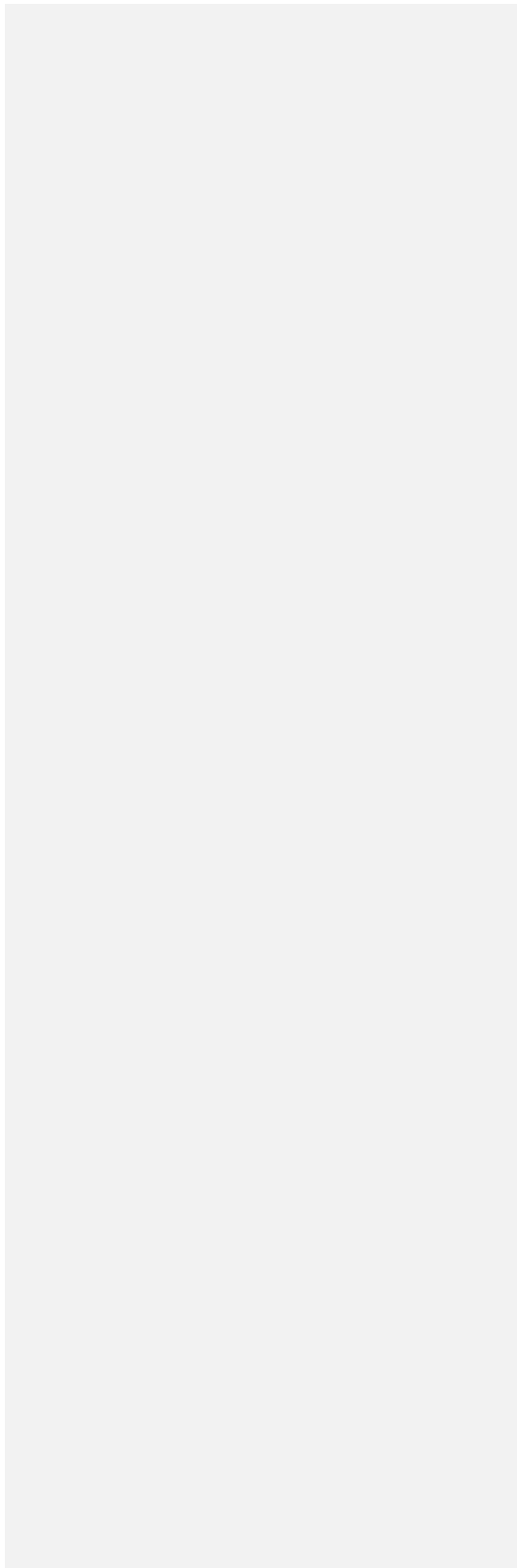
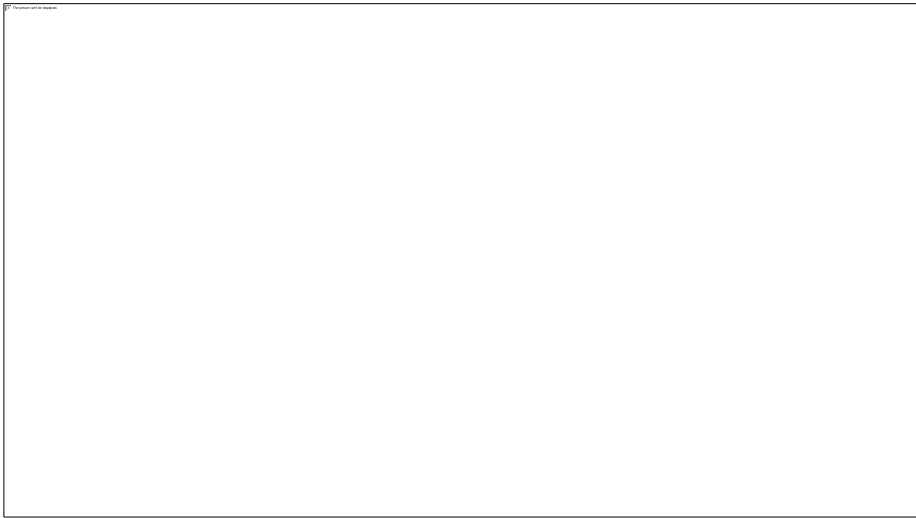


### **APENSO 3**

*of the 1st Addition to the Service Master Contract of Services firmmed between Fast Shop S.A.  
and IBM Brazil-Industry Machines and Services Ltda. in -- / -- /2017*

**TELEVENDAS TRANSITION PLAN AND**

## ACTIVITIES



## **APENSO 4**

*of the 1st Addition to the Service Master Contract of Services firmmed between Fast Shop S.A.  
and IBM Brazil-Industry Machines and Services Ltda. in -- / -- /2017*

## **LIST OF SOFTWARE**





PN New	Description	Licensing type	Quantity	Unit Price R\$	Total Cost R\$	PN Renew	Description	Licensing type	Quantity	Unit Price R\$	Total Cost R\$
D53VGLL	IBM WebSphere Commerce Developer Enterprise Authorized User License + SW Subscription & Support 12 Months	Authorized User	20	R\$ 142,640.03	R\$ 2,852,800.60	E01B6LL	IBM WebSphere Commerce Developer Enterprise Authorized User Annual SW Subscription & Support Renewal	Authorized User	20	R\$ 28,528.01	R\$ 570,560.20
D55WVLL	IBM WebSphere Commerce Enterprise Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	9000	R\$ 7,311.64	R\$ 65,804,760.00	E025ULL	IBM WebSphere Commerce Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	PVU	9000	R\$ 1,462.33	R\$ 13,160,970.00
D17BALL	IBM Cognos Analytics Administrator per Authorized User License + SW Subscription & Support 12 Months	Authorized User	4	R\$ 61,535.49	R\$ 246,141.96	E0K30LL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	Authorized User	4	R\$ 12,230.66	R\$ 48,922.64
D175DLL	IBM Cognos Analytics Explorer Authorized User License + SW Subscription & Support 12 Months	Authorized User	40	R\$ 10,166.73	R\$ 406,669.20	E0K2DLL	IBM Cognos Analytics Explorer Authorized User Annual SW Subscription & Support Renewal	Authorized User	40	R\$ 2,025.70	R\$ 81,028.00
D17BGLL	IBM Cognos Analytics User per Authorized User License + SW Subscription &	Authorized User	160	R\$ 5,465.57	R\$ 874,491.20	E0K32LL	IBM Cognos Analytics User per Authorized User Annual	Authorized User	160	R\$ 1,093.11	R\$ 174,897.60

	Support 12 Months						SW Subscription & Support Renewal				
D175DLL	IBM Cognos Analytics Explorer Authorized User License + SW Subscription & Support 12 Months	Authoriz ed User	8	R\$ 10,166.73	R\$ 81,333.84	E0K2DLL	IBM Cognos Analytics Explorer Authorized User Annual SW Subscription & Support Renewal	Author ized User	8	R\$ 2,025.70	R\$ 16,205.60
D03SGLL	IBM's IBM ® DataStage and QualityStage Designer Concurrent User License + SW Subscription & Support 12 Months	Authoriz ed User	10	R\$ 15,250.10	R\$ 152,501.00	E04NZLL	IBM's IBM ® DataStage and QualityStage Designer Concurrent User Annual SW Subscription & Support Renewal	Author ized User	10	R\$ 3,050.02	R\$ 30,500.20
D03SYLL	IBM IBM DataStage Server Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	1440	R\$ 1,272.75	R\$ 1,832,760.00	E04P9LL	IBM InfoSphere DataStage Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	PVU	1440	R\$ 254.17	R\$ 366,004.80
D03U7LL	IBM's IBM QualityStage Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	1320	R\$ 2,518.37	R\$ 3,324,248.40	E04PQLL	IBM's IBM QualityStage Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	PVU	1320	R\$ 504.51	R\$ 665,953.20
D55IUULL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) License + SW	PVU	840	R\$ 1,823.90	R\$ 1,532,076.00	E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit	PVU	840	R\$ 366.23	R\$ 307,633.20

	Subscription & Support 12 Months						(PVU) Annual SW Subscription & Support Renewal				
D1LBALL	IBM Application Integration Suite Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	2760	R\$ 4,437.43	R\$ 12,247,306.80	E0METLL	IBM Application Integration Suite Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	PVU	2760	R\$ 887.87	R\$ 2,450,521.20
D1GZULL	IBM MQ Advanced Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	6960	R\$ 532.03	R\$ 3,702,928.80	E0LNALL	IBM MQ Advanced Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	PVU	6960	R\$ 106.10	R\$ 738,456.00
D1KI6LL	IBM WebSphere Application Server Family Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	PVU	400	R\$ 790.06	R\$ 316,024.00	E0M8FLL	IBM WebSphere Application Server Family Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months	PVU	400	R\$ 158.01	R\$ 63,204.00
D0HSKLL	IBM BigFix Inventory Resource Value Unit License + SW Subscription & Support 12 Months	RVU	4	R\$ 75.71	R\$ 302.84	E0BDELL	IBM BigFix Inventory Resource Value Unit Annual SW Subscription & Support Renewal	RVU	4	R\$ 15.13	R\$ 60.52

D0HSGLL	IBM BigFix Lifecycle Resource Value Unit License + SW Subscription & Support 12 Months	RVU	862			E0BDCLL	IBM BigFix Lifecycle Resource Value Unit Annual SW Subscription & Support Renewal	RVU	862	R\$ 85.50	R\$ 73,701.00
D0BQTLL	IBM Security Wire Source for Analysis Authorized User Single Install License + SW Subscription & Support 12 Months	Authorized User	30	R\$ 72,134.12	R\$ 2,164,023.60	E086KLL	IBM Security Wire Source for Analysis Authorized User Single Install Annual SW Subscription & Support Renewal 12 Months	Authorized User	30	R\$ 14,428.35	R\$ 432,850.50
D0PRPLL	IBM RATIONAL TEST WORKBENCH FLOATING USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Authorized User	10	R\$ 79,969.38	R\$ 799,693.80	E0DTKLL	IBM Rational Test Workbench Floating User Single Install Annual SW Subscription & Support Renewal	Authorized User	10	R\$ 15,995.40	R\$ 159,954.00
D0PTVLL	IBM RATIONAL PERFORMANCE TEST SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	PVU	960	R\$ 946.73	R\$ 908,860.80	E0DU4LL	IBM Rational Performance Test Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	PVU	960	R\$ 189.31	R\$ 181,737.60
D05T5LL	IBM Rational Quality Manager Quality Professional Authorized User Single Install License + SW Subscription & Support 12 Months	Authorized User	180	R\$ 20,627.77	R\$ 3,712,998.60	E05M7LL	IBM Rational Quality Manager Quality Professional Authorized User Single Install Annual SW Subscription & Support Renewal	Authorized User	180	R\$ 4,112.56	R\$ 740,260.80

D0C29LL	IBM Rational DOORS Next Generation Analyst Floating User Single Install license + SW Subscription & Support 12 Months	Authorized User	110	R\$ 35,904.62	R\$ 3,949,508.20	E060ILL	IBM Rational DOORS Next Generation Analyst Authorized User Single Install license Annual SW Subscription & Support Renewal	Authorized User	110	R\$ 3,361.90	R\$ 369,809.00
D0GIDLL	IBM Rational Team Concert Developer Floating User Single Install Initial Fixed Term License + SW Subscription & Support 12 Months	Authorized User	303	R\$ 13,939.13	R\$ 4,223,556.39	E0AQ5LL	IBM Rational Team Concert Developer Floating User Single Install Annual SW Subscription & Support Renewal	Authorized User	303	R\$ 5,939.51	R\$ 1,799,671.53
D0PVPLL	IBM Rational Software Architect Designer for WebSphere Software Authorized User License + SW Subscription & Support 12 Months	Authorized User	3	R\$ 25,329.08	R\$ 75,987.24	E0DV0LL	IBM Rational Software Architect Designer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	Authorized User	3	R\$ 5,091.93	R\$ 15,275.79
D1HMGLL	IBM APPLICATION PERFORMANCE MANAGEMENT MANAGED VIRTUAL SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	RVU	138	R\$ 13,774.78	R\$ 1,900,919.64	E0LRULL	IBM Application Performance Management Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	RVU	138	R\$ 2,754.96	R\$ 380,184.48
		RVU						RVU			
D1HVYLL	IBM APPLICATION PERFORMANCE MANAGEMENT ADVANCED MANAGED VIRTUAL SERVER	RVU	1	R\$ 18,506.51	R\$ 18,506.51	E0LRYLL	IBM Application Performance Management Advanced Managed	RVU	1	R\$ 3,688.31	R\$ 3,688.31

	LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						Virtual Server Annual SW Subscription & Support Renewal 12 Months				
D1FWULL	IBM MONITORING MANAGED VIRTUAL SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	RVU	576	R\$ 1,596.10	R\$ 919,353.60	E0LH1LL	IBM Monitoring Managed Virtual Server Annual SW Subscription & Support Renewal 12 Months	RVU	576	R\$ 319.22	R\$ 183,870.72
D1421LL	IBM NETCOOL OPERATIONS INSIGHT OPERATIONS MANAGEMENT MANAGED VIRTUAL NETWORK DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Devices	1291	R\$ 701.73	R\$ 905,933.43	E0J99LL	IBM Netcool Operations Insight Operations Management Managed Virtual Network Device Annual SW Subscription & Support Renewal	Device s	1291	R\$ 140.34	R\$ 181,178.94
D141VLL	IBM NETCOOL OPERATIONS INSIGHT OPERATIONS MANAGEMENT PA MANAGED VIRTUAL SERVER LIC + SW S&S 12 MO	RVU	450	R\$ 160.60	R\$ 72,270.00	E0J97LL	IBM Netcool Operations Insight Operations Management PA Managed Virtual Server Annual SW S&S Rnwl	RVU	450	R\$ 32.11	R\$ 14,449.50
D15ITLL	IBM NETCOOL OPERATIONS INSIGHT NETWORK MANAGEMENT PA MANAGED VIRTUAL SERVER LIC + SW S&S 12 MO	RVU	450	R\$ 51.91	R\$ 23,359.50	E0JS7LL	IBM Netcool Operations Insight Network Management PA Managed Virtual Server Annual SW S&S Rnwl	RVU	450	R\$ 10.39	R\$ 4,675.50

D15J0LL	IBM NETCOOL OPERATIONS INSIGHT NETWORK MANAGEMENT PA MANAGED VIRTUAL NETWORK DEVICE LIC + SW S&S 12 MO	Devices	1291	R\$ 998.71	R\$ 1,289,334.61	E0JS9LL	IBM Netcool Operations Insight Network Management PA Managed Virtual Network Device Annual SW S&S Rnwl	Devices	1291	R\$ 200.09	R\$ 258,316.19
D575NLL	IBM Tivoli Application Dependency Discovery Manager Resource Value Unit License + SW Subscription & Support 12 Months	RVU	88100	R\$ 102.50	R\$ 9,030,250.00	E02EPLL	IBM Tivoli Asset Discovery for Distributed	RVU	88100	R\$ 20.48	R\$ 1,804,288.00
D575LLL	IBM Tivoli Application Dependency Discovery Manager Install License + SW Subscription & Support 12 Months	Install	1	R\$ 345,989.97	R\$ 345,989.97	E02ENLL	IBM Tivoli Application Dependency Discovery Manager Install Annual SW Subscription & Support Renewal	Install	1	R\$ 69,198.76	R\$ 69,198.76
D1IQHLL	IBM Spectrum Protect 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	PVU	19100	R\$ 149.48	R\$ 2,855,068.00	E0LVGLL	IBM Spectrum Protect 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	PVU	19100	R\$ 29.88	R\$ 570,708.00
D1IWNLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	PVU	62420	R\$ 269.30	R\$ 16,809,706.00	E0LWGLL	IBM Spectrum Protect Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support	PVU	62420	R\$ 53.86	R\$ 3,361,941.20



							Renewal				
D1IWELL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	PVU	13620	R\$ 515.60	R\$ 7,022,472.00	E0LWBLL	IBM Spectrum Protect for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	PVU	13620	R\$ 103.16	R\$ 1,405,039.20
D1IV9LL	IBM Spectrum Protect for Enterprise Resource Planning 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	PVU	3000	R\$ 858.44	R\$ 2,575,320.00	E0LVULL	IBM Spectrum Protect for Enterprise Resource Planning 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	PVU	3000	R\$ 171.68	R\$ 515,040.00
D1IVJLL	IBM Spectrum Protect for SAN 10 Processor Value Units (PVUs) License + SW Subscription & Support 12 Months	PVU	13860	R\$ 515.60	R\$ 7,146,216.00	E0LVZLL	IBM Spectrum Protect for SAN 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	PVU	13860	R\$ 103.16	R\$ 1,429,797.60
D56MTLL	IBM Workload Scheduler Processor Value Unit (PVU) License + SW Maintenance 12 Months	PVU	19540	R\$ 136.26	R\$ 2,662,520.40	E02AFLL	IBM Workload Scheduler Processor Value Unit (PVU) Annual SW Maintenance Renewal	PVU	19540	R\$ 27.26	R\$ 532,660.40

D0LKCLL	IBM ® International Master Data Management Collaboration Server-Collaborative Edition for Non-Financial Services per Resource Value Unit License + SW Subscription & Support 12 Months	RVU	263	R\$ 9,757.77	R\$ 2,566,293.51	E0CY1LL	IBM ® International Master Data Management Collaboration Server-Collaborative Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal	RVU	263	R\$ 1,951.94	R\$ 513,360.22
<b>TOTAL</b>					<b>R\$ 165,352,486.44</b>						<b>R\$ 33,676,574.40</b>
<b>TOTAL WITH DISCOUNT</b>					<b>R\$ 66,140,994.58</b>						<b>R\$ 13,470,629.76</b>

\* Prices in the current composition of products

## **APENSO 5**

*of the 1st Addition to the Service Master Contract of Services firmmed between Fast Shop S.A.  
and IBM Brazil-Industry Machines and Services Ltda. in -- / -- /2017*

### **LIST OF SOFTWARE AND QUANTITIES**

**PURCHASED FOR THE PROVISION OF  
SERVICES AND WHICH DID NOT HAVE THE  
RENEWED MAINTENANCE CONTRACT**

Part Number	Quantity	Type	Description	Value
D043PLL	3	User	XL C/C++ FOR AIX CONC USER INSTL	96,109.65
D57P1LL	20	Store	GIFT CENTER FOR WC ENTERPRISE 20 STORES INSTL	736,958.00
D0ELNLL	10	User	STATS CLIENT ADV STATISTICS AUTH USER INSTL	31,215.10
D0EJFLL	120	PVU	STATS SERVER BASE PVU INSTL	37,458.00
D0EJ9LL	10	User	STATS CLIENT BASE AUTH USER INSTL	56,093.30
D0EK6LL	120	PVU	STATS SERVER ADV STASTICS PVU INSTL	7,464.00
D0762LL	5	User	COGNOS 8 EP TM1 MODELER AUTHORIZED USER INSTL	189,754.95
D076ALL	10	User	COGNOS EP TM1 CONTRIBUTOR AUTHORIZED USER INSTL	60,928.10
D076ELL	480	User	COGNOS EP TM1 CONTRIBUTOR NON-PROD PVU INSTL	131,356.80

## **APENSO 6**

*of the 1st Addition to the Service Master Contract of Services firmmed between Fast Shop S.A.  
and IBM Brazil-Industry Machines and Services Ltda. in -- / -- /2017*

**INDICATIVE PRICES-HARDWARE**



Quantity	Machine	Description	Brand	Annual Indicative Price
2	9119F HB	POWER server P795 (eCommerce / SAP / among others)	Power High	R\$ 100,496.67
	9119M ME			
2	8231E 1C	Power Server 710 (Televentas)	Power Low	R\$ 1,805.52
2	242195 1	Storage High End DS8800-Expansion	Storage High	R\$ 194,686.26
4	2145C G8	Storage SVC (Virtualizer Storage)	Storage High	R\$ 16,115.08
2	242195 E	Storage High End DS8800-Base	Storage High	R\$ 63,417.61
2	2498B 24	SAN switch for Storage Backup	Storage High	R\$ 1,423.05
4	2498B 80	SAN switch for Storage Disk	Storage High	R\$ 21,250.26
2	2805M C5	Storage Manager Disk-Capacity & Performance	Storage High	R\$ 2,164.54
2	3584D 53	Tape Library (Master Modulo)	Storage High	R\$ 3,844.93
2	3584L5 3	Tape Library (Modulo expansao)	Storage High	R\$ 49,370.62
32	3588F5 A	Tape Drive (compoe the Tape library)	Storage Low	R\$ 95,274.97
2	7042C R9	POWER Platform Manager	Power Low	R\$ 3,160.37
8	7944-E7U	System X 3550 M3	System X	R\$ 17,280.00
6	7147-A7U	System X 3690 X5	System X	R\$ 12,960.00
6	7143-B3U	System X 3850 X5	System X	R\$ 12,960.00
2	7147-HBL	System X 3690 X5	System X	R\$ 4,320.00



2	H22 7870	Blade Center H22 7870	x86	R\$ 4,320.00
1	E0HE MLL	IBM Netezza 100-1 for Non-Production Environment Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	Netezza	R\$ 55,556.86
1	E0HDT LL	IBM PureData System for Analytics N1001-002 with North American power Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	Netezza	R\$ 168,789.26
1	E0HEF LL	IBM PureData System for Analytics N1001-002 with North American power Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	Netezza	R\$ 8,639.56

R\$  
Per year 837,835.55  
Per month R\$ 69,819.63

Too much equipment is from third parties and IBM does not provide maintenance except within Outsourcing contract

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*Annex A*  
*(Services)*

-

*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

## Index

### 1.0 Introduction

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### 2.0 Data Processing Center Services

..... 3

## 1.0 Introduction

441. This Appendix establishes the obligations of IBM regarding the Data Processing Center Services.

## 2.0 Data Processing Center Services

442. IBM will provide Data Processing Center Services using methods, procedures, and tools that consider necessary to the provision of the Services. By doing so, IBM will establish and maintain the professionals properly trained and suitable for the provision of Data Processing Centre Services, including the necessary management and support personnel. IBM will provide the Data Processing Center Services listening to the respective Service Levels (Attachment B) and supporting organic growth.
- ~~443.~~ IBM will provide Data Processing Center Services from the IBM Data Processing Center in Hortolândia, Sao Paulo, Brazil. You may meanwhile change the place of the provision of these Services, as provided for in the Contract.
444. As for IBM's Data Processing Center in Hortolândia, IBM will coordinate the maintenance and repairs of the air conditioning, electrical and safety systems supporting the Equipment, such as the UPS (Uninterruptible Power Supply) system installed, backup generator systems, air handling, water refrigeration and security cameras.
445. The IBM will make all Equipment necessary for the fulfillment of the demands and operational needs of the FAST SHOP, be it at the FAST SHOP Technical Data Processing Centre and Technical Rooms specified in Annex F (Facilities), or at the Centre for IBM Data Processing in Hortolândia, attest to the organic growth of the FAST SHOP, and observed the Contract rules about the place of the provision of the Services. Such a provision shall also apply to the operation of televidas (cf. Appendix A-7).
446. IBM will also manage all Equipment, from IBM or third parties (IBM or non-IBM Equipment), used for the provision of Data Processing Services. Such a provision shall also apply to the operation of televidas (cf. Appendix A-7). The said management will include:
1. The maintenance of the Equipment, which must always be in a condition to the service of the Service Levels.
  2. The operation of the Equipment, so as to meet the demands and operational needs of the FAST SHOP, within the scope of the Services.
  3. The installation, handling, disposal, removal, transport, configuration, exchange, replacement, replacement and uninstallation of the Equipment, always with views to meet the demands and operational needs of the FAST SHOP, within the scope of the Services; and observing Appendix A-14.

4. IBM will provide the Data Processing Software Management Services with respect to all the Software used in data processing activities (inclusive Televidas, cf. Appendix A-7) made available to FAST SHOP by IBM or by third parties as defined in Annex I (i.e. IBM software or non-IBM Software).
5. IBM will provide the Software licenses for Data Processing Center, including organic growth, for the software currently used (Annex J) by the Fast Shop and provided by IBM, within the current architecture / platform of HW and SW.
6. The FAST SHOP will retain ownership of your Data Processing Centers and Technical Rooms Used to host the applications and infrastructure of IT provided and managed by IBM. The IBM will have responsibility for managing and making available to FAST SHOP the IT Equipment, including regarding the Data Processing Centres and Technical Rooms held directly by FAST SHOP in any of its facilities, as Annex F.
7. The FAST SHOP will coordinate the repairs and maintenance of the electrical, air conditioning and safety systems that support the Equipment, such as the installed UPS (Uninterruptible Power Supply) systems, air handling systems, systems of water coolers and security cameras provided by the vendor selected by FAST SHOP.
8. IBM will notify FAST SHOP when the above items require: 1) additional capacity, 2) updates or 3) replacement; will provide FAST SHOP with the associated technical information to support the acquisition by FAST SHOP of these items with their suppliers, and upon approval of FAST SHOP, will coordinate the modifications with the suppliers selected by FAST SHOP.
9. At the Data Processing Center in Hortolândia, IBM will be responsible for the network routers that will make the connection between the Data Processing Center and the WAN network of the FAST SHOP. The FAST SHOP will be responsible for providing these routers and IBM will be responsible for the management of the LAN network of the Data Processing Center connected to these routers.
10. Provide existing technical documentation of the architecture of the environment.
11. Installation services and configuration of packages / Software.
12. Maintenance of the performance of the current IT Infrastructure.
13. Carry out 01 (one) link test per month in a store or CD, to be defined among the Parties.
14. Perform 1 semestral redundancy test of the MPLS data center link of Hortolândia.

447. Call Time:

1. For Severity 1 incidents, it will be 24 (twenty four) hours per day and 7 (seven) days a week for any system.

2. For Severity incidents 2 of the GAN Stores systems, GAN Logistics / WIS, e-Commerce, Sitef, Paf, Notes and Tax Coupons, BCM, CRM, e-mail affecting the external customers of FAST SHOP, will be between Monday to Saturday from 8:00 AM to 11:00 PM, and Sundays and holidays, from 12:00 PM to 10:00 PM.
  3. For the remaining systems, from Monday to Friday, from 8:00 AM to 6:00 PM. The concept of "Severity", and its gradations, are found in Appendix B-1.
448. In the exceptional hypotheses where a call is not solved by the specialized technicians, IBM will direct such a call to the HW Laboratory, which it will solve the call upon adoption of the most advanced arrangements at the disposal of IBM. Without prejudice to this procedure, IBM, where possible, will also trigger the manufacturer / supplier of the Equipment, so that it offers a solution to the problem faced.
449. IBM must carry out the backup routines with strict adherence to its backup policies, validated, in writing, jointly with the FAST SHOP.
450. IBM should meet the Service Levels Indicators related to the Data Processing Services described in Attachment B.
451. For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:
1. Performs (E)-main responsibility for the execution of the activity.
  2. Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
  3. Joint (C)-joint responsibility for the execution of the activity.

	<b>Data Processing Center Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
452.	Maintenance of Equipment (IBM Hortolândia and FAST SHOP TECHNICAL ROOMS) provided by IBM.	And	
453.	Maintenance of Equipment from the scope of IBM services (IBM Hortolândia and FAST SHOP TECHNICAL ROOMS) provided by FAST SHOP.	And	S
454.	Administration of Servers and Systems	And	
455.	Console Operation	And	
456.	Capacity and Performance Management	And	
457.	Control and Cronogram of Production	And	
458.	User Administration Activities (ID and logical access)	And	S

	<b>Data Processing Center Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
459.	Approval of the authorization process for ID Administration for FAST SHOP USERS	S	And
460.	Configuration Management	And	
461.	Storage Management	And	
462.	Management of Files	And	
463.	Operation of Fitas	And	
464.	Retention of tapes for a mutually agreed period of retention	And	
465.	Storage services concerning the storage, archiving and retrieval of tapes for data restoration	And	
466.	Media used for backup and retrieval of IT systems in scope	And	
467.	Physical Database Administration	And	
468.	Strategy and operation of backup and restoration of Data Processing Center servers, including the backup software and scheduled annual restoration test services, with strict adherence to the backup policies, validated, in writing, jointly with the FAST SHOP.	And	
469.	SAN management	And	
470.	Physical Security of FAST SHOP TECHNICAL ROOMS		And
471.	Supply of list of IBM employees who would have access to the FAST SHOP TECHNICAL ROOMS.	And	
472.	Recurring costs of installation of FAST SHOP TECHNICAL ROOMS (Example: rent, energy etc.).		And
473.	For the FAST SHOP TECHNICAL ROOMS, coordination of maintenance and repairs of the air conditioning, electrical and safety systems supporting the Equipment, such as the installed UPS (Uninterruptible Power Supply) system, generator systems of back-up, air handling, water cooling and security cameras provided by the suppliers selected by FAST SHOP.		And
474.	For the IBM Data Processing Center in Hortolândia, coordination of maintenance and repairs of the air conditioning, electrical and safety systems supporting the Equipment, such as the installed UPS (Uninterruptible Power Supply) system, systems of back-up generators, air handling, water cooler and security cameras.	And	

	<b>Data Processing Center Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
475.	WAN Links Supply	S	And
476.	WAN Links Management	And	S
477.	Supply and management of dedicated Internet Link of IBM Data Processing Center	And	
478.	Internet Link Supply Dedicated Fast Shop Array	S	And
479.	Internet Link Management Dedicated Fast Shop Array	And	S
480.	Determination and solution of problems related to data processing	And	

	<b>Management of Incidents</b>	<b>IBM</b>	<b>FAST SHOP</b>	
			<b>FAST SHOP</b>	<b>Third parties</b>
481.	Open Incident Called in Service Desk		And (except if automatic)	
482.	Forward Called to IBM	And		
483.	Validate and recreate defects	And	S	
484.	Perform emergency maintenance for re-establishment of the Services	And		
485.	Forward / Open tickets for third-party vendors	And	S	S
486.	Forward / Open ticket to SW/HW Laboratory	And		
487.	Third-party management / Response / solution of the SW/HW Laboratory	And	S	
488.	Apply software patches in the uncustomized code	And		
489.	Prepare test criteria for patched applications	And	S	
490.	Report incident solution back to Service Desk	And		
491.	Test fix in the Software / Hardware	And	S	
492.	Accept the fix	S	And	



493.	Update the Software / Hardware documentation	And		
494.	Confirm resolution of tickets	C	C	
495.	Classify incidents as issues and forward to RCA	C	C	
496.	End Ticket	And		
497.	Elaborate RCA for Major Incidents	And		
498.	Diagnosis and solution of problems	And		
	<b>Management of Changes</b>			
499.	Create change request	And		
500.	Documenting activities of the change (related to data processing)	And		
501.	Allocate resources to validate the change request	And	S	
502.	Review the documentation of the change request	And		
503.	Approve / reject the change	S	And	
504.	Promoting the change	And		
505.	Approve / reject the promoted change	C	C	
506.	Approve the running back-out/fall-back	C	C	
507.	Run back-out/fall-back	And		
508.	Documenting the results of the change	And		
509.	End the request for change	And		
	<b>Service Request Management</b>			
510.	Start Service Request		And	
511.	Validate business need	S	And	
512.	Review the Service Request, develop the solution and estimate effort	And		
513.	Review and approve (or cancel / suspend) the proposed solution	C	C	
514.	Define the solution implementation plan	And		
515.	Implement the solution	And		



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*Annex A*  
*(Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

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- This Appendix establishes the obligations of IBM regarding the Management Services of Equipment and Software of Users.

## 2.0 Management Services of Equipment and Software of Users

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- The IBM will be responsible for the operational management of the Equipment and Software used by Users. The Management Services of Equipment and Software of Users should be provided aiming at the care of the respective Service Levels (Annex B) and supporting organic growth.
- The Equipments that constitute object of this Appendix are:
  - Desktops.
  - Notebooks.
  - Monitors.
  - Thin client.
  - Netbook.
  - Apple equipment (Desktops, Notebooks and Tablets).
  - Printers / Scanner / Multifunctional.
  - Thermal Printers.
  - Zebra Printers.
  - Matrix Printer.
  - Pabx.
  - Phones.
  - Networks / Network / Wireless (routers, switches, firewalls).
  - Internal Wireless card to supported equipment.
  - Collectors and berths.
  - Readers.

- Tape Devices.
  - Backup Unit.
  - Tapes for Backup.
  - Tonner.
  - Servers.
  - Internal storage unit (storage) to supported equipment.
  - Keyboard.
  - Mouse.
  - Tablets.
  - Cell phones.
  - Too many listed in Annex K.
- The FAST SHOP will be able to request the inclusion, in the scope of the Services, of other Equipment that are not in the item above, without any additional payment. IBM should objectively justify the rejection of any FAST SHOP solicitation in this sense.
  - IBM will provide the Users ' Equipment Management Services regarding all the Equipment included in the scope of the Services, whether these are made available by IBM, by third parties, or still purchased directly by FAST SHOP. Such management will include:
    4. Specialized listening to Users as to tickets regarding Equipment used in the provision of the Services.
    5. The maintenance of the Equipment, which must always be in a condition to the service of the Service Levels.
    6. The operation of the Equipment for Service Levels of Service Levels.
    7. The installation, movement, disposal, removal, transport, configuration, exchange, replacement, replacement and uninstallation of the Equipment, always with views to meet the Service Levels and observing the definition of Appendix A-14.
  - The Software constituting the object of this Appendix are those provided for in Annex J:
    - IBM will provide the Users Software Management Services with respect to all the Software included in the scope of the Services, made available to FAST SHOP by IBM or by Third parties. Such management will include:
      3. Determination and solution of problems in applications of Annex J.
      4. Specialized listening to Users as to tickets regarding Software and applications of Annex J.

5. Annex J Software installation and configuration services.
  6. Administration of the Software of Annex J.
  7. Installation of additional Software to those provided for in Annex J, in the User Equipment, as approved by FAST SHOP via the ticketing tool.
- For the specific case of mobile phones and tablets, the Services provided for in this Clause 2.0 cover only up to 300 (three hundred) Users, indicated by FAST SHOP, in the agreed applications: email, agenda, calendar, Coremetrics and in the applications agreed upon in the Annex J to this Agreement.
  - Tickets open by occupiers of FAST SHOP posts classified as "VIP" as Appendix A-9 should be served by IBM with priority over all too many.
  - Call Time:
    5. For Severity incidents 1: 24 (twenty four) hours per day and 7 (seven) days a week for any system.
    6. For Severity incidents 2 of the GAN Stores systems, GAN Logistics / WIS, e-Commerce, Sitef, Paf, Notes and Tax Coupons, BCM, CRM, e-mail affecting the external customers of FAST SHOP: between Monday to Saturday, from 8:00 AM to 11:00 PM, and Sundays and holidays, from 12:00 PM to 10:00 PM.
    7. For the remaining systems: from Monday to Friday, from 8:00 AM to 6:00 PM.
    8. The concept of "Severity", and its gradations, are found in Appendix B-1.
  - Service to Users: The Attendance must occur at the maximum deadlines and as per procedures set out in Annex B.
  - The FAST SHOP will make appropriate venue for storage of the Equipment in stock in the locations where they will be used.
  - In the exceptional hypotheses where a call is not solved by the specialized technicians, IBM will direct such a call to the SW and HW Labs, which will solve the call upon adoption of the most advanced arrangements at the disposal of IBM. Without prejudice to this procedure, IBM, whenever possible, will also trigger the developer / manufacturer of the Software or Hardware, so that it offers a solution to the problem faced.
  - For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:
516. Performs (E)-main responsibility for the execution of the activity.
  517. Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
  518. Joint (C)-joint responsibility for the execution of the activity.

	<b>Equipment Management and User Software Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
1.	Make available equipment and Software, contained in the scope	And	

	<b>Equipment Management and User Software Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
	of the Contract, to the Users.		
2.	Install, move, discard, remove, transport, configure, swap, repose, replace, and uninstall the Equipments, always with views to service the Service Levels and observing the definition of Appendix A-14.	And	
3.	Manage all existing IT Assets at the locations, as set out in Annex F.	And	
4.	Manage the third-party contracts listed in Annex I.	And	S
5.	Keep records of assets.	And	
6.	Manage Problems.	And	
7.	Manage Changes.	And	
8.	Provide the management of patches and distribution of Software.	And	
9.	Define patterns of images to be distributed.	And	C
10.	Effecting the maintenance and updating of the Software defined in Annex J and too many additional Softwares contained in the scope of this Agreement.	And	
11.	Update the antivirus of the workstations.	And	
12.	Create and Maintain images.	And	
13.	Licensing Control.	And	
14.	Provide the equipment and support projectors and video conferencing equipment.		And
15.	Provide smartphones, cell phones and tablets.		And
16.	Provide support for smartphones, mobile phones and tablets for VIP users.	And	
17.	Provide support for smartphones, mobile phones and tablets for up to 300 Users, indicated by the Fast Shop, in the agreed applications: email, agenda, calendar, Coremetrics and in the applications agreed in Annex J to this Agreement.	And	S
18.	On-site support as cover time.	And	
19.	Support for personal computers to be provided by IBM and / or FAST SHOP to the users of FAST SHOP.	And	
20.	Repair of PCs located in Stores, Distribution Centers, Matrix (offices)-as Annex F (Facilities), or in other locations agreed upon between the parties.	And	
21.	Technical support for the IBM scope Network equipment.	And	
22.	Provide IT Support for the diagnosis and solution from issues for all occurrences submitted to the scope of this Agreement.	And	
23.	Provide the Equipment and Software required for the opening of new Stores and / or televendas operators, including their licenses, updates, and changes of versions.	And	
24.	Manage the integrated global User Service Service and the diagnostics of problems.	And	
25.	Provide office facilities for the resources of IBM IT Support Providers allocated in FAST SHOP FACILITIES.		And
26.	Open tickets with third parties contracted by FAST SHOP, regarding service performance problems by these provided.	And	S
27.	Resolve incidents related to issues of outsourcing the FAST SHOP listed in Annex I-(Third-party Service Provision Contracts)	And	S



	<b>Equipment Management and User Software Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
	that affect the provision of the IBM Services to the FAST SHOP, from the data made available by the management of IBM issues.		
28.	Forward / Open called to HW Laboratory.	And	
29.	Solution provided by the HW Laboratory.	And	
30.	Manage all IT Assets.	And	
31.	Keep records of assets.	And	
32.	Diagnosis and solution of problems.	And	
33.	Manage Changes.	And	
34.	Classify incidents as issues, when applicable, and forward to Root Cause Analysis.	And	
35.	End Call.	And	
36.	Elaborate RCA for Major Incidents.	And	

	<b>Printing Services</b>	<b>IBM</b>	<b>FAST SHOP</b>
37.	Supply of Printers for Service Levels fulfillment.	And	
38.	Provide installation, moves, and changes to the printing equipment included in the scope.	And	
39.	Manage all existing printers in the locations, as set out in Annex F (Installations).	And	
40.	Run installations, moves, and changes, according to the Process Interface Manual.	And	S
41.	Repair the printer.	And	
42.	Keep the asset record of the printers.	And	
43.	Manage Problems.	And	
44.	Manage Changes.	And	
45.	Definition of the standard printers to be distributed, upon agreement with the Fast Shop.	And	S
46.	Carry out preventive maintenance once a year on each printer or as defined in the Printer's Terceirized Service provider contract.	And	
47.	Carry out the necessary transportation to support the Services using the FAST SHOP distribution services.	And	
48.	Provide consumer items of printers (tonner and ribbon), as defined in Appendix A-14.	And	
49.	Provide printers consumption items (too many items), as defined in Appendix A-14.		And
50.	Licensing Control.	And	S

	<b>IT Services regarding Opening, Reform and Closing of stores</b>	<b>IBM</b>	<b>FAST SHOP</b>
51.	Allocate a focal point to follow up the project together with the focal point of IBM.	S	And
52.	Allocate a focal point in the store to follow up and validate the activities.	S	And
53.	Manage the Project by coordinating the activities of IBM, together with the focal point of the FAST SHOP.	And	S
54.	Communicate the FAST SHOP of the significant deviations in the	And	S

	IT Services regarding Opening, Reform and Closing of stores	IBM	FAST SHOP
	deadlines or in the scope of the activities foreseen in this project (Control of Changes).		
55.	Participate in the process of validation, trainings and homologation of the deployed services.	S	And
56.	Approve the necessary technical windows during the project execution.		And
57.	Data cabling pass and Voice in every store.	S	And
58.	Supply, installation and configuration of the equipment described in Acquisitions.	And	
59.	Technical room supply with civil construction, furnishing, electric, Rack Telecom, air conditioning and nobreak, with minimum 15 days in advance at the store's inauguration.	S	And
60.	Transportation, reception and installation of the equipment provided by IBM in the store.	And	S
61.	Hiring of the MPLS, Internet and Voice Links.	S	And
62.	Support the installation, the data links and Voice on the Stores	And	S
63.	Creation users in Fast Shop systems under scope of this Agreement	And	S
64.	Physical security of IT equipment (Shop)	-	And
65.	Provision of the licences contemplated in the scope of the Contract	And	-
66.	Follow up the 1st day of operation of the store.	C	C
	<b>Service Request Management</b>		
67.	Review the Service Request, develop the solution and estimate effort	And	
68.	Define the solution implementation plan	And	
69.	Implement the solution	And	

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*Annex A*  
*(Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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2.0 Information Systems Security Management Services .....	20

## 1.0 Introduction

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- This Appendix establishes the obligations of IBM regarding the Information Systems Security Management Services.
- The FAST SHOP acknowledges that the Services described in this Agreement constitute the authorization of access to the network and to the computational systems of FAST SHOP.

## 2.0 Information Systems Security Management Services

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- IBM will provide the Information Systems Security Management Services described in this Appendix, listening to the respective Service Levels (Attachment B) and supporting organic growth.
- The CSD (Customer Security Document) Security Policy document presents the detailing of the mutually agreed and implemented security controls in the FAST SHOP by IBM.
- Telecommunication network security (WAN) is not part of the scope of this Agreement, as well as the security of third-party systems contracted directly by the FAST SHOP.
- The FAST SHOP authorizes IBM to perform vulnerability scans and vulnerability assessment, if applicable, as described in this instrument and acknowledges that the Services constitute the authorized access to the FAST SHOP computational systems.
- The FAST SHOP will be able to hire IBM or any other company to perform intrusion tests (pen test), when desired and previously communicated. IBM will work in partnership with this company for analysis of possible items found, should they exist. The FAST SHOP acknowledges in this instrument that these Services constitute the authorized access to the FAST SHOP computational systems. IBM will adopt the remediation measures that will be informed to you by the FAST SHOP, in the scope of this Agreement, the necessity of which is identified through the execution of a pentest (invasion test) conducted by a third party or by the IBM itself hired by the FAST SHOP.
- Information Systems Security Management Services shall contemplate all the Equipment, systems, Software, networks, telephony or other contemplated in the scope of the Contract, used by IBM for the provision of the Services on all Facilities of IBM and FAST SHOP (including Array, Distribution Centers (CD) and Stores). In this way, the Information Systems Security Management Services shall provide security, as detailed in this Appendix, to all the remaining Services object of all Appendices to Annex A or any other part of this Agreement.
- In view of the dynamic character of the threats to IT security, Information Systems Security Management Services should be constantly enhanced, updated and adjusted,

on the initiative of IBM or upon request from the FAST SHOP, from mode to provide security to all Equipment, Systems, Software, networks, telephony or other contemplated in the scope of the Contract, used by IBM for the provision of the Services. Consequently, IBM's obligations regarding Information Systems Security Management Services include, but are not limited to, those described in the matrix below.

- Permission to run the tests: Certain laws prohibit any unauthorized attempt on access to computerized systems. The FAST SHOP authorizes IBM to perform vulnerability scans and vulnerability assessment, if applicable, as described in this instrument and acknowledges that the Services constitute the authorized access to the FAST SHOP computational systems. It is the responsibility of the FAST SHOP to identify and interpret any applicable laws, regulations and codified laws relating to the Services in order to ensure that the provision of the Services is in accordance with these laws and regulations. The FAST SHOP obliges not to disclose the results of the tests without the prior written approval of IBM.
- The services run by IBM imply certain risks. Therefore, it must be performed within an agreed technical window so that it has no impact for the operation. The FAST SHOP acknowledges and obliges the following:

70.

1. FAST SHOP authorizes IBM to perform the security analysis on the selected IP addresses.
  2. Excessive amounts of log messages can consume large amount of space on disks.
  3. The performance and throughput of the FAST SHOP systems, as well as the respective routers and firewall, can be temporarily affected.
  4. If included in the scope of the Services, physical access is authorized on the premises of FAST SHOP during attempts to access the selected sites.
  5. Some data may be changed temporarily as a result of the vulnerability poll.
  6. Computerized FAST SHOP systems can crash or fail resulting in temporary unavailability of the system.
  7. IBM may extend this authorization to third parties, should it be necessary.
  8. Any agreed rights or resources of service levels will be waived during the tests.
  9. The scan will be able to fire alarms by invasion detection systems.
- For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:
    - Performs (E)-main responsibility for the execution of the activity.
    - Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
    - Joint (C)-joint responsibility for the execution of the activity.

	<b>Security &amp; Regulatory Compliance</b>	<b>IBM</b>	<b>FAST SHOP</b>
	<b>Security Policy Management</b>		
8.	IBM should periodically, analyze the document of information security controls with FAST SHOP and update it appropriately.	And	S
9.	Assist IBM in the documentation of the security controls that FAST SHOP has.	S	And
10.	Assist IBM in the development / revision of the information security controls document.	S	And
11.	Analyze the summary of identifying threats and take action as appropriate.	S	And
12.	Periodically, analyze the document of information security controls with IBM and validate the recommended update as appropriate.	S	And
	<b>Security Compliance Support</b>		
13.	Be in compliance with the FAST SHOP security policies and procedures (e.g., access authorization validation, in accordance with the instructions of the FAST SHOP, in the correct use of the characteristics of the logic control).	And	
14.	Identify, manage, and document security risks and exposures within IBM's controls as part of the Services using the IBM tools and / or tools used for customer management.	And	
15.	To identify and interpret legal, regulatory or other safety requirements applicable to the FAST SHOP business and to request incorporation to the security policy, where applicable.	S	And
	<b>Security Audit Management</b>		
16.	Provide a focal point of IBM with responsibility for the security audit.	And	
17.	Notwithstanding any contrarian provision in the Contract, provide, using the existing IBM team to provide the Services, reasonable assistance for the IT security audit conducted by FAST SHOP;	And	
18.	Communicate with and respond to the requests of the auditors; facilitate audits and security analyses.	And	
19.	Troubleshoot issues identified during the security audit process for the Services provided by IBM and provide recommendations for solution.	And	
20.	Provide a focal point of FAST SHOP with the responsibility of managing account security audit.		And
21.	Conduct an analysis of each access authorization to the system and inform IBM of any required change.		And
22.	Provide IBM with standards and practices of FAST SHOP and any updates to the extent that they occur.		And

	<b>Security Management</b>	<b>IBM</b>	<b>FAST SHOP</b>
	<b>Security Policy Management</b>		
23.	Provide a focal point of IBM with responsibility for the daily security management.	And	
24.	Analyze changes carried out or requested by the FAST SHOP for their security policies and standards, mutually agreed upon, should they be implemented.	And	
25.	Provide a focal point of FAST SHOP with the responsibility for security management.		And

	<b>Security Management</b>	<b>IBM</b>	<b>FAST SHOP</b>
26.	Communicate the security procedures to End Users.		And
27.	Notify IBM of changes to the FAST SHOP plans regarding your security policies and standards prior to implementation.		And

	<b>Currency System</b>	<b>IBM</b>	<b>FAST SHOP</b>
	<b>System Security Check</b>		
28.	Carry out security verification of managed IT Infrastructure systems in scope and system tools to validate their compliance with the technical specifications recorded in the information security controls document to your criterion and to the extent that it does not affect the provision of Services in accordance with the Contract	And	
29.	Documenting identified issues and notifying parties of the need for corrective action for the findings as appropriate.	And	
30.	Take corrective action on the findings during a security check for the Services provided.	And	
	<b>Patch of Security and Integrity (Patch Management)</b>		
31.	With respect to the operating systems and software tools managed by IBM, IBM should: (i) monitor security patches; (ii) notify FAST SHOP within 3 (three) Working Days on security patches rated as high gravity; (iii) install appropriate patches within the security-changing window parameters.	And	
32.	Evaluate IBM patch notifications and approve security patches for facilities at a minimum 1 (one) Single Day before the implementation date.	S	And
	<b>Antivirus Management</b>		
33.	Install, test, and maintain antivirus software on the servers and desktops of the FAST SHOP facilities, as scope of this Agreement.	And	
34.	As appropriate, acting on the definitions of antivirus, policy, and product updates from vendors / configuration update to servers and on the desktops of the FAST SHOP facilities, as scope of this Agreement.	And	
35.	If a virus is detected, it will take corrective measure according to the document of information security controls (i.e., prevent, detect and remove proposital infections (malware) and respond to malware security occurrences).	And	
36.	Notify FAST SHOP, in accordance with established procedures, if a virus is detected.	And	
37.	Provide monthly antivirus management reports.	And	
38.	Notify IBM of changes to the FAST SHOP plans regarding your security policies and standards prior to implementation.		And

	<b>Protection of Infrastructure</b>	<b>IBM</b>	<b>FAST SHOP</b>
	<b>Managed Invasion Detection and Prevention Services</b>		
39.	Monitor, manage, configure, and support network invasion detection and network invasion prevention sensors.	And	
40.	Actively or passively monitor network traffic and block known malicious activities.	And	



	Protection of Infrastructure	IBM	FAST SHOP
41.	Escalate security events and occurrences by email or web portal, as appropriate.	And	
42.	Report findings after escalation.	And	
43.	Provide high level and detailed reports through the web portal with network security of the FAST SHOP.	And	
44.	Carry out configuration changes to solve network connectivity issues and critical attacks.	And	
45.	Be responsible for the solution and remediation of security events.	And	
46.	Provide information regarding the IT infrastructure of FAST SHOP, as defined in Appendix A-14, and notify IBM of the changes carried out in this infrastructure that come to impact on the Services.		And
47.	Request configuration changes in the policy required to resolve network connectivity issues.		And
	<b>Managed Protection Services (Server)</b>		
48.	Monitor, manage, and configure IBM's protection agents.	And	
49.	Provide server-based protection assuring the respective operating system, preventing attackers from exploiting the vulnerabilities of the operating system and application level.	And	
50.	Monitor all traffic from and to the servers.	And	
51.	Detect and prevent inbound and outbound attacks.	And	
52.	Block out new and unknown attacks such as Trojan Horses, brute force attacks, unauthorized accesses and worms.	And	
53.	Escalate security events by email or web portal, as appropriate.	And	
54.	Implement virtual patches that provide active mode locking features such that FAST SHOP is safe until correction is applied to the servers.	And	
55.	Provide report of occurrences after escalation.	And	
56.	Be responsible for solving and remediating security events.	And	
57.	Be responsible for managing and supporting monitored servers.	And	
58.	Provide high level and detailed reports through the web portal of the FAST SHOP security servers.	And	
59.	Provide information regarding the IT infrastructure of FAST SHOP, as defined in Appendix A-14, and notify IBM of the changes carried out to such infrastructure that may impact on the Services.		And
	<b>Security Event and Log Management Services</b>		
60.	Collect security data or log in a text format.	And	
61.	Archive, analyze, correlate, create trends about events and logs, while managing the response and remediation workflow.	And	
62.	Provide log data and security events online for 90 (days).	And	
63.	Maintain and provide log data and security events for up to 12 (twelve) months.	And	
64.	Analyze security events from invasion detection and invasion prevention devices and provide alerts through the web portal.	And	
65.	Update the accesses control list (ACLs) and firewall rules required to identify communication devices with IBM.	And	
66.	Install universal log agent in the data sources, as applicable.	And	
67.	Provide a list of devices and other required information (e.g. platform, version and software review, IP addresses, period of retention of logs per device), so that events and logs are collected.		And
	<b>Vulnerability Management Services</b>		

	<b>Protection of Infrastructure</b>	<b>IBM</b>	<b>FAST SHOP</b>
68.	Maintain a list of FAST SHOP IP addresses for scanning.	And	
69.	Make scanning, analyzing and identifying vulnerabilities within the network perimeter using IBM's policies.	And	
70.	Provide vulnerability scanning reports, which include: (i) scan result reflecting identified vulnerabilities to take corrective measures, as appropriate; and reports and trend analysis provided through the web portal.	And	
71.	Be responsible for solving problems related to applications identified during the vulnerability scan.	And	
72.	Develop and maintain a scanning profile containing the following: (i) network devices and systems to be scanning; (ii) scanning frequency; (iii) scan type; (iv) vulnerabilities that are not violations of the security policy; and (v) time interval when they run scans.	And	

	<b>Access and Identity</b>	<b>IBM</b>	<b>FAST SHOP</b>
	<b>Management of Privileged User IDs and IBM User IDs and FAST SHOP</b>		
73.	Carry out an inventory of the base levels of access IDs.	And	S
74.	Provide and manage the IDs of users with respect to IBM personnel.	And	
75.	Request the FAST SHOP, within the process of identity management, IBM's personnel accesses to the FAST SHOP systems.	And	
76.	Perform verification of hiring quarterly of IBM employees and remove the IBM user IDs as appropriate.	And	
77.	Annually revalidate access to the system by logon of IBM personnel and remove the IBM user IDs, as appropriate.	And	
78.	Administer passwords for IBM user IDs and privileged IBM user IDs.	And	
79.	Provide and manage the privileged user IDs of IBM and FAST SHOP as defined in the platform-specific technical specifications set out in the Information Security Control Document.	And	
80.	Re-validate privileges annually and remove privileged user IDs, as appropriate.	And	
81.	Provide a list of privileged user IDs from FAST SHOP for revalidation.	And	
82.	Maintain audit records with respect to the approvals, checks, and revalidations of privileged user IDs and retain them for two years.	And	
83.	Provide for analysis and approval of FAST SHOP, as appropriate, unexpired passwords and exception requests to the policy.	And	
84.	Catch the security logs of the privileged access systems and logon / logoff activities, as defined in the Information Security Controls document, and keep them for 90 days.	And	
85.	Assist IBM in the execution of the base-level inventory of access IDs with respect to the systems by which IBM has the security responsibility.		And
86.	Authorize the IDs of non-privileged users and the respective passwords of the FAST SHOP employees for the operating systems, software tools and systems and network infrastructure devices under management of IBM.		And
87.	Re-validate privileged user IDs from FAST SHOP.		And

	Access and Identity	IBM	FAST SHOP
88.	Approve the unexpired passwords and the exception requirements to the policy, as appropriate.		And
89.	Approve provisioning requests of privileged user IDs from FAST SHOP.		And
<b>Physical security and Access Management</b>			
90.	Provide the following physical security controls on your dependencies.	And	
91.	Define controlled areas, evaluate physical security, and document any identified audit or control issues.	And	
92.	Identify the responsible for control and audit issues and manage the solution of IBM's liability issues.	And	
93.	Carry out the initial access base level analysis and perform formal revalidation of new protected and restricted areas.	And	
94.	Develop and implement the access authorization process.	And	
95.	Manage the implementation of the physical security environment of the controlled areas.	And	
96.	Perform maintenance, testing, and daily operation of the physical security environment.	And	
97.	Manage the permanent and temporary access authorization equipment.	And	
98.	Provide and manage the physical security controls on your dependencies.		And
99.	Identify the responsible for control and audit issues and manage the solution of FAST SHOP's liability issues.		And
100.	Protect LAN servers and infrastructure devices on the FAST SHOP premises against unauthorized access.		And

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Annex A  
(Services)

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*

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## 1.0 Introduction

- This Appendix establishes the obligations of IBM regarding the Televidas IT Operation Services.

## 2.0 Televidas IT Operation Services

- IBM will provide the IT Services of the Televidas described in this Appendix, listening to the respective Service Levels (Attachment B) and supporting organic growth.
- For the purposes of this Appendix, the roles and responsibilities of IBM and FAST SHOP, are as follows:

71. Performs (E)-main responsibility for the execution of the activity.
72. Supports (S)-provides inputs, features, and approvals, if necessary, for the other Party to carry out the activity.
73. Joint (C)-joint responsibility for the execution of the activity.

	Televidas IT Services	IBM	FAST SHOP
74.	Provide the technology platform for the Televidas, including voice infrastructure and LAN data network, required for the routing of calls and access to the Televidas systems (cf. Appendix A-4) and Software (cf. Appendages A-3 and A-5) in the services startup.	And	S
75.	Provide physical and electrical infrastructure required for the services startup as defined in the Apendice A-14.		And
76.	Provide Hardware platforms and operating software.	And	
77.	Provide IPs Phones.	And	
78.	Provide Center Contact Units, including URA, CSAT, CTI and multi-channel platform (chat).	And	
79.	Provide the applications, database software and software that support the following operation: <ol style="list-style-type: none"><li>1. Unified Desktop (Desktop automation);</li><li>2. Multicanal Management;</li><li>3. Shared infrastructure with Contact Center); and</li><li>4. URA CSAT (Interaction to CSAT).</li></ol>	And	
80.	Provide Printers.	And	
81.	Provide dedicated and redundant circuits for data connectivity with the IBM Data Processing Centers where IBM's Technology platform is hosted as Apendice A-14.		And
82.	Recording and monitoring of calls.	And	

	Televentas IT Services	IBM	FAST SHOP
83.	Headsets.	And	
84.	Randomly write 98.5% of the bindings for quality control purposes. The write retention deadline will be 1 (one) year counted from the date of the recording.	And	
85.	Tool for Management Reports	And	

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*Annex A*  
*(Services)*

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*This Appendix is an integral and inseparable part of the completed Service Gift Master Contract between FAST SHOP S.A. and IBM BRAZIL-INDUSTRY MACHINES AND SERVICES LTDA. on March 31, 2012.*



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# 1.0 Seasonal Events

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- For the purposes of this Appendix, consider themselves "Sazonal Events":
  - Any campaigns or sales actions adopted by the Competitors of FAST SHOP (Attachment), which characterize a widespread movement of the retail market, including: Mother's day, consumer week, Great Barato, natal, black Friday (in the case of FAST SHOP: Golden Friday), and other campaigns or actions of this kind that pass to be adopted by the Competitors of FAST SHOP later to the Date of Vigance.
  - Any campaigns or sales actions that FAST SHOP intends in isolation to adopt, with respect to which the expectation of quantity of orders and / or pageviews, for each hour, exceeds 300% (three hundred percent) of the weekly hourly average of the 12 (twelve) weeks prior to the afferition of the respective expectation.
- The FAST SHOP is expected to communicate to IBM the traffic volumes and hourly orders expected for these Sazonal Events, in advance of minimum 30 (thirty) days, except Golden Friday that is expected to be with 90 (ninety) days, and IBM is expected to work in a way support the informed volumes. Throughout the Term, including the Sazonal Events, IBM is expected to maintain the metrics of Service Levels as stated in Annex B.
- For the below-assigned systems, IBM will meet the following levels of performance:
  - Site (-www.fastshop.com.br, desktop and mobile web and listadecasamento.fastshop.com.br): 80% (eighty percent) of the requisition ascertained for critical pages and operations, being Home Page, Department / Sub-department, Product detail, Content and freight calculation, with time average server-time response (account-if time from the receipt of the user's requisition, to process and send the whole response to the network layer) with response time less than 3 seconds, cart page, page of choice of address and payment page (disregarding pages that are not under IBM management, such as debit card or bank bolt pages), and closing of the order with average response time less than 5 seconds. Considering all the pages of each site the error rate should be less than 1%. It is considered to be server requisitions with error response, responses from the HTTP or HTTPS protocols of code 5nn, where n represents any number from 0 a to 9.  
The internet link that provides the network of the FastShop websites is expected to have the use smaller than 80% in one hour.
  - GAN: the average of the entire event considering 90% (ninety percent) of the transactions of "Opening of the sales modulo", "Stock inquiry of a product" and "Price Simulation for a product" is less than or equal to 2 (two) seconds, measured only from the response server for each request sent by the user up to

the return of a response by the server, disregarding integration with systems that are not under management of IBM.

- Should it be characterized that, in a particular Sazonal Event, the performance levels presented, even if it is said to be with the above, have not been sufficient to fully support the commercial operation of FAST SHOP, the levels of performance indicated above will be able to be reviewed in common agreement between IBM and FAST SHOP.
- During the planning and execution phases of Sazonal Events, the obligations described in the appendages A-2, A-3, A-4, A-5, A-6, and A-7 are to be normally fulfilled by IBM.
- During the planning and execution phases of Sazonal Events, the IBM and FAST SHOP should previously agree on a work plan, noting, among other aspects, the one set out in the item "b" above. Both IBM and FAST SHOP must comply with this plan. An eventual failure to comply with the plan by FAST SHOP will not imply contractual inadimplation to the FAST SHOP, but, if properly proven by IBM, will exonerate IBM of responsibility for the defulfillment of this Appendix, in the strict extent to which the defulfillment of IBM has as its cause the conduct of FAST SHOP.
- Extended coverage times, to be set on a case by case for each seasonal event, should be supported and serviced by IBM at no additional cost to the FAST SHOP.

## **APENSO 1**

*of the 1st Addition to the Service Master Contract of Services firmed between Fast Shop  
S.A. and IBM Brazil-Industry Machines and Services Ltda. in -- / -- /2017*

**NEW CONTRACT ESSAY**

