

The terms and conditions below ("**Terms and Conditions**") govern how companies use Croct for personalization, including the platform and its APIs for event tracking, content fetching, and data export.

By using our product, you agree to the terms and conditions below.

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The Terms and Conditions are entered into between **CROCT TECH LTDA.**, headquartered in São Paulo City, São Paulo State, at Avenida Paulista, 2202, Suite 61, Bela Vista, CEP (postal code) 01310-932, enrolled in the National Registry of Legal Entities (CNPJ) as # 41.511.602/0001-90 ("**Croct**") and the Customer as shown in the Order Form, SOW or the purchase process carried out via Website, as applicable (each one as a "**Party**" and, collectively, as "**Parties**"), and govern Customer's access to and use of Croct services (as defined below).

Each agreement between Croct and the Customer is entered into upon signing an Order Form and/or SOW, or upon Customer's acceptance of the purchase process via Website, and it comprises (a) these Terms and Conditions; (b) the Order Form, the SOW, and/or the technical and commercial terms and conditions accepted on the Website (as applicable); (c) Attachment I – Service Level Agreement (SLA); (d) Attachment II – Personal Data Protection (herein referred to collectively as, the "**Agreement**").

1. **DEFINITIONS.** Without prejudice to the other definitions established throughout this Agreement, the terms and expressions beginning in capital letters in this Agreement will mean the following:

"**Account**" refers to each account created by a Member and, as applicable, linked to a Customer Instance for using Croct services. For clarification purposes, an Account may be created and maintained by a Member regardless of whether it is linked to an Instance. The Member's usage of the Account is also subject to these Terms and Conditions, as applicable. Accounts are provided to Members by Croct free of charge.

"**Anonymous User**" refers to the User who accesses, browses, interacts, and/or uses a Customer Application associated with Croct services and who is uniquely identified from a device (e.g., personal computer, laptop, smartphone, tablet, etc.), and not from other personal data, such as name, email address, or additional information that specifically identifies the natural person to whom the User data refers. For clarification purposes, the same natural person may be associated with more than one Anonymous User to the extent as he/she accesses the Customer Application from different devices.

"**Confidential Information**" refers to any information disclosed, in writing, orally or by any other means, by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") expressly labeled as confidential or may be interpreted as confidential because of its nature or the context of the disclosure. Confidential Information includes, but it is not limited to the terms and conditions of this Agreement, information about the Services, Documentation, Customer Data, Intellectual Property, and any other commercial and business information exchanged between the Parties linked to this Agreement.

"**Croct Platform**" refers to the set of cloud technology resources, including systems, computer programs, media and networking, hardware, and equipment, by which Croct makes Croct services available to the Customer.

"**Croct Services**" refers to the cloud service subscription provided by Croct through the Croct Platform, which consists of a set of solutions, tools, and technologies for monitoring the User's access, navigation, interaction and usage of Customer Applications, customization, and management of the User experience in the Customer's Applications (Personalization Management System - PMS) and analytics of the collected and processed data. Features and functionalities of Croct services purchased

by the Customer will be provided in the Order Form or described to the Customer before acceptance in the purchase process via Website.

**"Customer"** refers to the entity that is connected to the Services, (a) has filled out an Order Form and/or SOW with Croct; or (b) have accepted the technical and commercial terms and conditions offered by Croct on its Website. As applicable, the term "Customer" includes, Customer's representatives, employees, and subcontractors, Members whose Accounts are linked to the Customer's Instance, and Customer's affiliated entities (e.g., subsidiaries, parent companies, entities under common control, or other companies from the same economic group) that also access and use the Customer Instance under the Agreement.

**"Customer Application"** refers to the website, desktop application, mobile application, or other Customer application provided to Users, which is used associated with Croct services.

**"Customer Data"** refers to any data (including, but not limited to personal data, information, or content) uploaded by the Customer (or by Croct as instructed by the Customer) and processed through Croct Services, as well as data and information provided by the Customer in providing Professional Services, as the case may be. Customer Data includes, but it is not limited to personal data and other information related to Users but does not include personal data and additional information about Members.

**"Documentation"** refers to the documents containing the technical, functional, and security specifications of Croct services that are updated from time to time. Any changes to the Specifications shall not materially degrade Croct services.

**"Identified User"** refers to the User who accesses, browses, interacts, and/or uses a Customer Application related to Croct services and who is identified by registering and authenticating in the Customer Application (for example, login and password), and who can be associated with a natural person as from personal data and information provided by the Customer Application.

**"Instance"** refers to an organization provisioned in production, development, and/or final release environment by Croct to enable the Customer to access and use the purchased Croct Services. The Instance shall be limited to the domain(s) and, as applicable, Customer use cases, as specified in the Order Form.

**"Intellectual Property"** refers to all rights of a Party, as applicable, to patents, industrial designs, trademarks, copyrights, software, know-how, trade secrets, and any other intellectual property rights of the Party in question.

**"Member"** refers to the individual who creates an Account with Croct to access, configure, manage, and use Croct services through a unique, personal, and non-sharable login and password. A Member may be an employee, subcontractor, or partner of the Customer, and their account may be linked to the Instance of one or more Customers of Croct services, as determined by each Customer.

**"Order Form"** refers to the order (quote) issued by Croct that specifies the commercial and technical terms and conditions for purchasing Croct services by the Customer, the purchased functionalities, as well as the applicable additional terms and conditions (if any). Once signed by the Parties, each Order Form closes a Contract deal between the Parties and incorporates these Terms and Conditions.

**"Professional Services"** refers to the onboarding, training, consulting, implementation, integration, configuration, and other ancillary services provided by Croct to the Customer, as described in an Order Form, SOW, or the purchase process via Website.

**"Services"** refers to, collectively or separately, and purchased by the Customer, (i) Croct services; (ii) Support and Maintenance; and (iii) Professional Services.

**"Software Development Kit" or "SDK"** refers to the set of development tools provided by Croct in an installable package for configuring and operating Croct services linked to the Customer Application.

**"SOW"** refers to the statement of work that describes the Professional Services that Croct shall provide to the Customer and the applicable additional terms and conditions.

**"Support Service"** refers to the Customer's support for the Croct Platform and Services, according to the modality chosen by the Customer when purchased.

**"Term"** refers to the period the Customer Agreement is in effect, as stated in the Order Form and/or SOW or as informed to Customer when purchasing the Services via Website (as applicable).

**"User"** refers to the individual who accesses, browses, uses, or otherwise interacts with the Customer Application and whose experience in the Customer Application may be managed and customized through Croct services. Users may be Anonymous Users or Identified Users, depending on the identifiable ability of the individual by accessing the Customer Application and as defined by the Customer. For clarification purposes, the term "User" does not refer to a Customer's employee, representative, or subcontractor who has an Account with Croct or who accesses the Instance as a Member.

**"Website"** refers to Croct's Website (<https://croct.com>) by which the Customer can purchase Croct services and obtain further information about Croct and its Services.

## 2. SERVICES

**2.1. Accessing and Using Croct services.** During the Term, Croct grants the Customer the right to access the Croct Platform and use Croct services for its internal business purposes. Members designated by the Customer may, through their Accounts, access the Customer Instance and use Croct services to monitor Users' access, navigation, interaction, and use of the Customer Application, customize and manage Users' experience of the Customer Applications (PMS) and consult analytics from the dashboard provided on the Customer Instance. Croct shall supply the Customer the features and functionality of Croct services as indicated in the Order Form or at the time of purchase via Website (as the case may be). The customer shall ensure that Members who are linked to and access Croct services in any Instance observe all obligations and restrictions as outlined in this Agreement and between the Customer and Croct and shall be liable for any acts and omissions of Members in any Instance.

**2.2. SDK Installation, Configuration, and Usage.** The operation of Croct Services depends on the SDK implementation in the Customer Applications. During the Term, Croct grants the Customer a global, limited, non-transferable, non-sublicensable, temporary, revocable, non-exclusive, fee-based license to install, configure, and use the SDK linked to the Customer Applications solely related to Croct services. Unless otherwise agreed to between the Parties, the Customer is responsible for implementing and configuring the SDK in the Customer's applications. The Customer understands and agrees that the proper operation of Croct services depends on the correct implementation and configuration of the SDK according to the Documentation and instructions provided by Croct.

**2.3. Restrictions.** Notwithstanding other restrictions and limitations outlined in the Agreement, the Customer, the Members, or any third parties who are granted access to the Instance or who use an Account are subject to the following restrictions:

- (a) not to register or otherwise grant access to the Instance or an Account to individuals who do not qualify as Members as defined in these Terms and Conditions;
- (b) not to sell, resell, license, sublicense, rent, distribute, or otherwise make Croct services available to any third party, including, but not limited to outsourcing or service bureau modalities;

- (c) not to use Croct services for purposes other than the Customer's internal business purposes;
- (d) not to use Croct services for unlawful, offensive, abusive, obscene purposes or violate the rights of third parties, including, but not limited to intellectual property rights, privacy, and protection of personal data;
- (e) not to upload, store, process, or transmit through Croct services any code, files, scripts, or programs that are malicious or that may compromise the security and integrity of the Croct Platform or cause damage to Croct or any third party;
- (f) not to attempt to obtain unauthorized access to programs, hardware, systems, networks, and source code related to the Croct Platform; and
- (g) not to modify, copy, create derivative works from or reverse engineering (or permit any third party to perform reverse engineering), as applicable, on Croct's software, hardware, know-how, Documentation, and other intellectual property assets, including, but not limited to developing a similar product or service or allow a Croct competitor to access such information.

**2.4. Suspension of Croct services.** Suppose Croct finds out or discovers reasonable evidence that the Customer or the Members linked to its Instance have used or are using Croct services in violation of the Agreement, applicable laws, and regulations or in a way that could threaten the security of the Customer or a third party. Croct shall notify the Customer within twenty-four (24) hours in advance for stopping the misuse. If such use is not interrupted, Croct may suspend access and usage to Croct services. In exceptional cases, where abuse could cause imminent damage or harm to Croct or third parties, Croct may suspend access and use immediately, regardless of communication. In such cases, Croct shall notify the Customer promptly but within twenty-four (24) hours of immediate suspension.

**2.5. Support Service.** Subject to the payment of the applicable fees, Croct shall provide the Support Service to the Customer during the Term in the modality selected by the Customer in the Order Form or at the time of purchasing via Website. Support Service modalities and their characteristics are described in Attachment I – Service Level Agreement.

**2.6. Professional Services.** Croct shall provide the Customer with Professional Services, as purchased, related to Croct services as stated in the applicable Order Form or SOW or described on the Website at the time of purchasing.

**2.7. Integrations.** Unless otherwise agreed in writing between the Parties, the integration of Croct services regarding any other products, services, solutions, systems, computer programs, and technologies owned by the Customer or third parties apart from the Customer Application but not included in the Agreement. Croct may assist the Customer in these cases, as appropriate, with such integrations through Professional Services as described in a SOW.

### 3. CUSTOMER DATA PROCESSING

**3.1. Customer Data.** The Customer understands that to enable and provide the Services, Croct shall process Customer Data. Access and use of Croct Services results, in general, but not limited to processing the following Customer Data: (i) Anonymous and Identified Users' personal data and information, processed by Croct services as its access, navigation, interaction, and usage of the Customer Application; (ii) Identified Users' personal data, as provided by the Customer; and (iii) other data and information, including Confidential Information, provided by the Customer linked to the Services. It must abide by these Terms and Conditions and Attachment II – Personal Data Protection; the Customer authorizes Croct to process Customer Data to enable and provide its Services.

**3.2. User Experience Customization.** Croct Services processes specific data and information (including personal data) from the User's access, navigation, interaction, and use of the Customer

Application to enable the personalization of each User's experience in the Customer Application. Croct Services, by default, only collects and processes User data and information as described in Attachment II –Personal Data Protection. Members linked to the Customer Instance may, upon implementation of the SDK, define the collection and processing of other additional data and information, and the Customer understands and agrees that (i) Croct does not control and define data processing and any additional information; and (ii) the Customer is responsible to Users for such determination and Users' data usage and information collected and processed by the Services.

**3.3. Anonymous Users and Identified Users.** Croct processes each User, by default, who interacts with the Customer Application as an Anonymous User and does not identify the User from the collected data. However, whenever expressly requested by the Customer, and if the Customer Application provides its means of User's identification and authentication (for example, user registration, accessed through login and password), Croct services may process such Users as Identified Users. The Customer understands and agrees it is responsible for determining whether to identify a User or not and for the quality of the identification and authentication data provided to the Identified Users.

**3.4. Customer Data Storage on the Croct Platform.** Croct shall store Customer Data processed through Croct services during the Term of the Agreement. If the Customer wishes to obtain copies of the Customer Data during that Term, it must purchase Croct's Professional Services to export such data. Upon the end of the Term and the Customer's request within 60 days of the termination of the Agreement, Croct shall provide an API for the Customer to extract the Customer Data stored throughout the Term at no additional cost to the Customer. At the end of the additional sixty (60) day period as stated above, Croct shall delete all Customer Data stored on the Instance. The Parties understand and acknowledge that some Customer Data may residually remain on Croct's backup copies (cold backup) for a period of up to (six) 6 months, corresponding to Croct's backup purge window; after this period, the Customer's Data shall be permanently deleted from all Croct systems.

**3.5. Customer Personal Data Protection.** The Customer acts as a controller regarding the Services, responsible for decisions about the purpose and essential processing means, and Croct acts as a processor, acting as instructed by the Customer. Generally, each Party represents and assures (a) it shall comply with the privacy and personal data protection laws and regulations applicable to its activities, including, but not limited to the Brazilian General Personal Data Protection Law (LGPD); and that (b) it shall maintain technical and administrative measures to protect the security, confidentiality, and integrity of personal data processing linked to the Services. The processing of personal data within the scope of the Services is subject to the provisions as stated in Attachment II – Personal Data Protection.

**3.6. Members' Personal Data Protection.** Croct acts as the controller of personal data for each Member who creates an Account. Croct represents and assures that (a) it shall comply with the privacy and personal data protection laws and regulations applicable to its activities, including, but not limited to the Brazilian General Personal Data Protection Law (LGPD); and that (b) it maintains technical and administrative measures to protect the security, confidentiality, and integrity of Members' personal data. The processing of Members' personal data is subject to Croct's Privacy Policy (<https://app.croct.com/legal/privacy>), as published on the Website.

## 4. FEES AND PAYMENT

**4.1. Croct Services.** In return for provisioning the Instance and making Croct services available, the Customer shall pay Croct the amounts as stated in the Order Form or presented and accepted at the time of purchasing via Website (as the case may be). Unless otherwise agreed between the Parties in writing, Croct Services shall be invoiced based on the number of unique Users accessing, browsing, interacting with, or using the Customer Application in any given month. For clarification purposes, each unique User represents (i) an Anonymous User and each device that interacts with the Customer Application in any given month, and (ii) an Identified User, each user is authenticated in the Customer

Application in any given month. Croct Services charged in any given month shall be invoiced in the following month, as per the payment term outlined in the applicable Order Form.

**4.2. Support Service.** Support Service shall be invoiced to the Customer according to the modality purchased by the Customer, for the amounts as stated in the Order Form or presented and accepted at the time of purchasing via Website. According to the payment term, the Support Service corresponding to a given month shall be invoiced in the following month as stated on the applicable Order Form.

**4.3. Professional Services.** The amounts and other payment terms and conditions may refer to the Professional Services purchased as stated in the Order Form, SOW, or as presented and accepted when purchasing via Website.

**4.4. Price Adjustment.** Unless otherwise stated in the Order Form, SOW or as presented and accepted at the time of purchasing via Website, the prices of the Services during the Term will be adjusted annually based on the positive variation of the IPCA (or another index of similar methodology that replaces it). For clarification purposes, prices, terms, and conditions agreed to on an Order Form are valid only during that Term. Croct reserves the right to charge new fees for the Services in new contracts and renewals with the Customer, as per its standard list prices.

**4.5. Late Payments and Service Suspension.** Late payments will result in a two percent (2%) fine, interest on arrears of one percent (1%) per month, as well as monetary correction based on the positive variation of IPCA (or another index of similar methodology that replaces it) on the amount in arrears, calculated from the due date to the date of the effective payment. A failure to delay payment for over ten (10) days will result in the suspension of the Services at Croct's sole discretion and upon prior notice. Failure to pay the amounts due within thirty (30) days after notification will be considered a breach of the Agreement, and Croct may terminate the Agreement pursuant to Section 5.2.

**4.6. Taxes.** Unless otherwise stated, prices include all taxes levied on the Services. If there is a change in the taxation applicable to the Services that increases the applicable tax burden, Croct reserves the right to unilaterally readjust the prices to reflect such change, provided that the incident tax burden increases duly proven.

## 5. TERM AND TERMINATION

**5.1. The Term, End, and Termination for Convenience.** Each Agreement will have the Term as stated in the Order Form, SOW, or as presented and accepted when purchasing via Website, automatically renewed for equal and successive periods. Either Party may terminate a Contract at any time upon ninety (90) days written notice (or as specified in the Order Form). Unless otherwise expressly requested by a Party, the termination of an Agreement shall not imply the termination of other agreements between the Parties.

**5.2. Termination for Cause.** The Parties may terminate for cause in the following cases: (a) in the event of a Force Majeure Event that interrupts the Services for a period exceeding fifteen (15) days; (b) noncompliance with a substantial obligation as stated in the Agreement, upon notification to the violating Party with a period of thirty (30) days for remediation of such violation; (c) if the Services cannot be provided due to Third-Party Claims; (d) declaration of bankruptcy or request for judicial or extrajudicial recovery of the other Party; or (e) repeated noncompliance with the Service Level Agreement, pursuant to Attachment I – Service Level Agreement (SLA). The termination of the Agreement caused by the Customer will result in the acceleration of due dates and payment of all amounts owed by the Customer to Croct. The termination of the Agreement caused by Croct will result in the pro-rata refund of any charges prepaid by the Customer, if any.

**5.3. Survival.** Upon termination of the Agreement, (a) the Customer's rights to accessing and using Croct services will cease immediately; (b) all licenses and authorizations relating to Croct's Intellectual Property granted to the Customer will terminate immediately unless otherwise stated in this Agreement; and (c) all amounts due and unpaid by the Customer will remain due. Section 6 (Intellectual

Property) to 11 (General Provisions) will survive the termination of the Agreement for an indefinite period.

## 6. INTELLECTUAL PROPERTY

**6.1. Croct's Intellectual Property.** Croct represents and assures, and the Customer understands and acknowledges that Croct owns or licenses all rights, titles, and interest in and to any Intellectual Property relating to Croct services. Except to restricted licenses and rights expressly granted to the Customer under this Agreement, Croct does not grant any rights to the Intellectual Property of Croct services, and all rights, titles, and interest in the Intellectual Property in Croct Services shall remain with Croct or its licensors, as appropriate.

**6.2. Professional Services' Intellectual Property.** Croct may develop certain Intellectual Property materials while performing Professional Services for the Customer. Unless otherwise expressly stated in the applicable SOW, the Intellectual Property in such materials shall be the sole and exclusive property of Croct. Subject to complete payment and compliance with the terms and conditions as outlined in the applicable SOW and the Agreement, Croct grants the Customer a perpetual, non-transferable, non-sublicensable license to use the Intellectual Property in materials resulting from the Professional Services solely for the Customer's internal business processes and in association with Croct services.

**6.3. Customer's Intellectual Property.** The Parties understand and agree that the Customer and its licensors exclusively own all rights, titles, and interests in and relating to any of the Customer's Intellectual Property, including Customer Data. To the extent that any Professional Service deliverables or results incorporate the Customer's Intellectual Property or Customer Data, Croct's Intellectual Property rights in such deliverables or results will not extend to Customer's Intellectual Property or Customer Data.

**6.4. Trademark Usage.** It shall not be used except for identifying the Client in Croct's client portfolio and institutional presentations; Croct may not use any of the Client's trademarks and other distinctive signs without prior written authorization.

**6.5. Statistics Data.** The Customer understands and agrees that Croct may compile and aggregate statistical data relating to the performance, operation, and use of Croct services, and use such aggregated data to generate statistical analyses, reports, and insights about the use of Croct services and implement improvements to Croct services. Such aggregated data will be anonymized, will not identify any User, and will not contain Customer Data, Confidential Information, or personal data that would allow any individual to be identified. The Parties understand and acknowledge that the Statistical Data is Croct's sole and exclusive property.

**6.6. Feedback.** The Customer understands and acknowledges that Members linked to the Customer Instance may provide Croct with comments, suggestions, recommendations, improvement requests, ideas, or **other** communications regarding the improvement of the Services (feedback). The Customer grants Croct a global, perpetual, irrevocable, irreversible, transferable, sublicensable, non-exclusive, free permission to exploit feedback provided by the Customer to Croct linked to the Services.

## 7. CONFIDENTIALITY

**7.1. Confidential Information Usage.** The Receiving Party of Confidential Information: (a) shall protect the Disclosing Party's Confidential Information at the same level of care and diligence as it employs to protect its own Confidential Information; and (b) to use the Disclosing Party's Confidential Information to the extent strictly necessary to fulfill the purpose for which it was provided. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to third parties, except to its directors, employees, consultants, lawyers, accountants, and subcontractors who need to

know, provided that such individuals are bound by confidentiality obligations at least as restrictive as the terms of this Agreement.

**7.2. Exceptions.** Information that: (a) is or becomes publicly available without breach of the Agreement by the Receiving Party is not considered Confidential Information; (b) if it was lawfully obtained by the Receiving Party, without any obligation to keep it confidential; (c) if it was received from another source who could lawfully disclose it and without any obligation to keep it confidential; (d) if it was independently developed by the Receiving Party, without using it or referencing to the Disclosing Party's Confidential Information; or (e) constitute feedback from the Disclosing Party.

**7.3. Mandatory Disclosure.** The Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled by law, court, or administrative order to do so and to the strictly required extent. Before proceeding with the mandatory disclosure, the Receiving Party shall promptly notify the Disclosing Party of the disclosure, unless prohibited from doing so by law or judicial or administrative order.

**7.4. Confidential Information Ownership.** The Disclosing Party will remain the exclusive owner of the Confidential Information between the Parties. Nothing in the Agreement grants the Receiving Party any right, title, or interest in Disclosing the Party's Confidential Information.

## 8. WARRANTIES

**8.1. Croct Service Warranty.** Croct assures that during the Term, Croct services shall be provided according to the applicable Documentation and the terms and conditions of this Agreement. The Customer's sole and exclusive remedy for any breach of this warranty by Croct is the repair or replacement of non-conforming parts of Croct Services to modify them so they comply. If the repair or replacement provided for in this clause is technically or commercially unfeasible, as defined by Croct's sole discretion, Croct may terminate the Agreement, in which case it will pro-rata reimburse the Customer for any prepaid amounts for the remaining Term. This section sets forth the Customer's sole and exclusive remedies connected to the Croct Service Warranty.

**8.2. Professional Service Warranty.** Croct assures that the Professional Services shall be performed in a expert and exquisite manner, according to the industry standard and the terms and conditions of the Agreement. The Customer's sole and exclusive remedy for any breach of this warranty is to notify Croct in writing within thirty (30) days of performing the non-conforming Professional Services. Upon receipt of the notice, Croct, in its sole discretion, shall either re-perform such Professional Services for reparation for compliance or terminate the Agreement and reimburse the Customer for the prepaid amounts for the unimplemented Professional Services. This clause sets forth the Customer's sole and exclusive remedies regarding the Professional Service warranty.

**8.3. Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CROCT: (A) PROVIDES NO OTHER REPRESENTATION OR WARRANTY OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN; (B) IT WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THEREBY; (C) DOES NOT ASSURE THAT CROCT SERVICES ARE OR WILL BE ERROR-FREE OR THEY WILL OPERATE UNINTERRUPTEDLY; (D) DOES NOT ASSURE THAT CROCT SERVICES MEET SPECIFIC CUSTOMER REQUIREMENTS AND/OR NEEDS.

## 9. THIRD-PARTY CLAIMS

**9.1. Against the Customer.** If a third party brings a claim against the Customer based on the allegation that the Services infringes third party Intellectual Property ("**IP Claim**"), Croct shall defend the Customer against such IP Claim and indemnify the Customer for all expenses reasonably incurred due to this IP Claim. Therefore, the Customer shall: (a) promptly notify Croct of the IP Claim and (b) grant complete and exclusive direct or indirect control over the defense and resolution of such IP Claim.



**9.2. Exclusive Remedy.** If a Customer is prohibited from using Croct services, wholly or partially due to an IP Claim, then Croct may, in its sole discretion: (a) obtain for the Customer the right to use the allegedly infringing parts of Croct services; or (b) modify and/or replace the allegedly infringing parts of Croct services in such a way as to make them non-infringing without substantially degrading or deteriorating Croct services. If it is impossible to carry out what is described in the above items, Croct shall terminate the Agreement under the terms of the above Clause 5.2. The Customer understands and agrees that the remedy outlined in this clause constitutes the Customer's sole and exclusive remedy in the event the Customer is prohibited from using Croct services due to an IP Claim.

**9.3. Against Croct.** If a third party brings a claim against Croct based on Customer Data or the Customer's use of such data ("**Content Claim**"), Croct may terminate the dispute or otherwise grant control (total or partial, direct or indirect) for the defense of the Content Claim. The Customer acknowledges and agrees to be solely and exclusively responsible for the content uploaded by its Users on the Platform. The Customer shall indemnify Croct for all expenses reasonably incurred connected to a Content Claim.

## 10. PARTIES' RESPONSIBILITIES

**10.1. Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR DAMAGES ARISING OUT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE PARTIES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR THIRD PARTIES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, USE OR CORRUPTION OF SOFTWARE, WORK STOPPAGE, LOSSES ARISING FROM FORCE MAJEURE EVENTS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATED TO THE AGREEMENT OR THE SERVICES, WHETHER SUCH LOSSES AND DAMAGES ARE BASED IN CONTRACT OR TORT, WHETHER THE PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH LOSSES.

**10.2. Limited Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR DAMAGES ARISING OUT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL AND ACCUMULATED LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND THE SERVICES, WHETHER BASED IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AMOUNT PAID IN THE PAST TWELVE (12) MONTHS BY THE CUSTOMER TO CROCT UNDER THE AGREEMENT TO WHICH SUCH LIABILITY RELATES.

**10.3. Independent Risk Allocations.** The provisions of this Agreement that provide a waiver and limited liability and/or waiver or limitation of warranty represent the risk allocation of the Agreement agreed between the Parties. This risk allocation is reflected in the prices offered by Croct and accepted by the Customer. The Parties understand and agree that if any hypothesis of exoneration of liability or exemption of guarantee by judicial or administrative decision is considered null or unenforceable, the limited liability and warranty linked to such hypotheses will apply subsidiarily.

## 11. GENERAL

**11.1. Governing Law and Venue.** The Agreement shall be interpreted and performed, in all respects, according to Brazilian laws. The Parties elect the venue of the central court of the district of São Paulo, State of São Paulo, to settle any disputes, controversies, or doubts related to the Agreement, with express waiver of any other, however privileged it may be.

**11.2. Notifications.** All notices required under or in connection with the Agreement shall be in writing at the address filled in on the applicable Order Form and/or SOW and shall be deemed delivered (a) upon personal delivery, with receipt protocol; (b) certified email; (c) by courier service, with receipt protocol.

**11.3. Independence of the Parties; No Exclusivity.** The Parties are independent contractors, and nothing in the Agreement shall be construed to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Unless otherwise agreed in writing between

the Parties, the Agreement is entered into between the Parties on a non-exclusive basis, and the Parties may enter partnerships and similar legal transactions with third parties.

**11.4. Assignability.** Neither Party may assign, wholly or partially, its rights and obligations under the Agreement without the prior written consent of the other Party. Notwithstanding, both Parties may assign the Agreement without the prior written consent of the other Party due to a corporate reorganization, business arrangement, or substantial sale of assets, provided that the assignee is not insolvent or a competitor of the other Party. In all other cases, any attempt by the Customer to assign, wholly or partially, its rights and obligations under the Agreement will be void.

**11.5. Severability.** If any provision of the Agreement is deemed illegal, unenforceable, or invalid by the competent court, the remaining provisions of this Agreement will remain in full force and effect.

**11.6. Waiver.** Failure or delay in exercising any right under the Agreement will not give rise to a waiver of such right. The release of any right under the Agreement will only be valid if enacted through an amendment to the Agreement.

**11.7. Force Majeure.** Except concerning the Customer's obligation to make payments for the Services provided and supplied by Croct, neither Party shall be liable to the other Party for failure or delay in the fulfillment or performance of the obligations under this Agreement, to the strict extent and duration for which such failure or delay is related to Force Majeure Events. "Force Majeure Events" refer to any necessary facts and the effects of which cannot be avoided or prevented, including, but not limited to wars, riots, strikes, fires, failures, and unavailability in electricity and telecommunication systems, natural disasters (e.g., hurricanes, floods, earthquakes, etc.), government bans, among others. The Party prevented from performing its obligations because of a Force Majeure Event shall promptly notify the other Party of (a) the nature and estimated duration of the Force Majeure Event; (b) efforts made to mitigate the effects of Force Majeure Events; (c) the termination of the Force Majeure Event.

**11.8. Anti-Corruption.** During the Term of the Agreement, the Parties undertake to observe the laws to prevent corruption and money laundering, including, as applicable, Federal Law 12,846/2013 (Brazilian Anti-Corruption Law) among other laws and regulations that may be applicable, according to the jurisdiction (collectively, the "**Anti-Corruption Laws**").

**11.9. Order Of Precedence.** In case of a conflict or an inconsistency between the documents that make up the Agreement, the following order of precedence will govern (1st) Order Form, SOW, terms or conditions accepted via the Website, as applicable; (2nd) Attachment I – Service Level Agreement (SLA); (3rd) Attachment II –Personal Data Protection; and (4th) these Terms and Conditions. The Agreement shall prevail over the terms and conditions of any purchase order, or any other instrument issued by the Customer, which shall not apply to the Agreement, and shall not have any effect even if Croct accepts or otherwise does not reject, expressly or tacitly, the purchase order issued by the Customer.

**11.10. Section Headings.** The headings and subheadings of the sections of the Agreement have been selected only for convenience and shall not constrain or affect the content or interpretation of the corresponding clause.

**11.11. Electronic Signature.** The Parties hereby agree that the Agreement, as well as other instruments executed between the Parties, may be executed electronically, and the Parties acknowledge the electronic signatures of their legal representatives will be valid and effective, pursuant to Article 10, 2<sup>nd</sup> Paragraph of Provisional Measure 2,200/2001-2.

**11.12. Entire Agreement.** These General Terms and Conditions, Order Form, and/or SOW, as applicable, and its Attachments constitute the entire Agreement between the Parties regarding the Services and supersedes any other prior or contemporaneous communications and/or understandings,

verbal or in writing. The Agreement may only be amended through an addendum signed by both Parties.

## ATTACHMENT I SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement ("**SLA Attachment**") is an integral part of the Agreement entered into between Croct and the Customer relating to Croct services, concerning (i) the level of availability of the Croct Platform ("**SLA Availability**"); and (ii) Support Service levels ("**SLA Support**"). This SLA Attachment does not apply to Professional Services, and the service levels for such services will be outlined in the applicable SOW, as applicable.

1. **ADDITIONAL DEFINITIONS.** Without prejudice to the other definitions established in the Terms and Conditions and other attachments, the capitalized terms and expressions in this SLA Attachment will mean the following as listed below. In the event of a conflict, the definitions in this SLA Attachment will prevail over the definitions in the Terms and Conditions.

**"Availability"** refers to SLA Availability, Croct Platform operationality, and accessibility to Croct services and used by the Customer within the agreed Availability Target.

**"Availability Target"** refers to SLA Availability, uptime, and processing time targets defined in this SLA Attachment, applied to each calendar month. Regardless of the actual number of days in each calendar month, a calendar month of thirty (30) days is considered for this Service Level Agreement.

**"Incident"** refers to any error, defect, failure, or bug that causes Croct services noncompliance to the functionality described in the applicable Agreement and Documentation. According to their potential impact on operation, incidents are classified into Severity Levels under this Service Level Agreement. Periods of Croct Service unavailability caused due to Scheduled Maintenance will not be considered Incidents.

**"Resolution Time"** refers to the target time for Croct to implement a definite or workaround solution to the Incident, capable of re-establishing the specified features and functionality, counted from the opening of the Support Ticket until Croct communicates the solution has been implemented. The Resolution Time count is suspended at the end of the Support Hours and resumed when the Support Hours restart.

**"Response Time"** refers to the time for Croct to initiate handling a Support Ticket, counted from the creation of the Support Ticket until the Customer replies that Croct is working on the Incident, based on the Severity Level assigned the Incident after Croct performs the internal diagnosis. The Response Time count is suspended at the end of Support Hours and resumed when Support Hours restart.

**"Scheduled Maintenance"** refers to the period of unavailability or interruption of the Croct Platform and/or Croct services for performing maintenance, repairs, enhancements, or other corrective and preventive measures. Scheduled Maintenance shall be communicated to the Customer with reasonable notice and shall preferably (but not necessarily) take place from 9 PM to 7 AM.

**"Severity Level"** refers to SLA Support, the Severity Level assigned by the Customer and validated by Croct related to a particular Incident, based on the criteria defined in this SLA Attachment.

**"Service Level Credit"** refers to the credit applied to the Customer's invoices due to failing to meet the agreed Availability Target, as stated in this Attachment. Service Level Credits are only computed based on SLA Availability and not on SLA Support.

**"Support Hours"** refers to the schedule when Croct's support team is available to accept a Support Ticket and diagnose and respond to reported Incidents, depending on the support level purchased by the Customer.

**"Support Ticket"** refers to the receipt of a Customer's request for service by Croct's technical helpdesk. A Support Ticket will only be accepted by Croct (i) registered within Support Hours; (ii) submitted through the support channels as stated in this SLA Annex; and (iii) include, at least, the details of the Incident as stated in this SLA Attachment.

## 2. SLA AVAILABILITY

**2.1. Service Level.** The Availability Target for Croct Services must be equal or greater than the values in the following table during each calendar month, excluding periods of Acceptable Unavailability.

	Croct Platform Availability	Processing Time	Processing Time SLA
SDK	99%	Up to <b>10 seconds</b> for complete processing of each initiated event in SDK	<b>99.5%</b> of events processed within Processing Time
PMS		<b>Max. 400ms</b> latency for Customer Application customization	<b>99.5%</b> of customizations processed within Processing Time.

**2.2. Calculation of Service Level Credit.** The failure to meet the SLA Availability service level in each calendar month will entitle the Customer to a Service Level Credit equal to 5% of the monthly amount charged for Croct Services in the affected Agreement.

**2.3. Application of Service Level Credit.** The applicable Service Level Credit will be deducted from the next invoice for the affected Croct Services. If the amounts have already been paid in full, the Customer may request a refund of the amount corresponding to the Service Level Credit or the use of the Service Level Credit in the next Agreement, as applicable.

**2.4. Non-cumulative Service Level Credits.** Even if more than one of the Availability Target criteria is not met within a given calendar month, the Customer will be entitled to only one Service Level Credit linked to that incident. For clarification purposes, the Croct Service Level Credit payments will not accumulate based on an incident within the same calendar month.

**2.5. Repeated noncompliance in SLA Availability.** If Croct fails to meet the SLA Availability criteria four (4) times within a calendar year, the Customer may, at its sole discretion and upon notice to Croct, terminate the affected Agreement without any burden or penalty to the Customer. In this case, the termination will be put into effect within thirty (30) days from the Customer's notification. The termination provided for in this section does not exempt the Customer from paying any amounts eventually due and unpaid to Croct.

**2.6. Exceptions.** Outages caused by the following events are beyond Croct's reasonable control: (a) the Customer's acts or omissions, including suspension of service for non-payment; (b) Force Majeure Events; (c) suspension of Croct services according to the Terms and Conditions; or (d) unavailability of the Channel due to failures, interruptions, or problems caused by third parties, including, but not limited to the Channel provider and orders from judicial and administrative authorities. Any unavailability resulting from such events will not be Croct's liability, and it will not be counted for Service Level measurement purposes and will not be eligible for Service Level Credit.

## 3. SLA SUPPORT

**3.1. Support Modalities.** Croct shall provide the Customer Support Service to the following modalities, as described below:

	Standard Support	Premium Support
Access to documentation	✓	✓
Technical support	✓	✓
Training	✗	✓
Account executive	✗	✓
Support Channels	Email	Email and phone
SLA (business days, 9 a.m. to 6 p.m. BRT)	6 hours	4 hours

**3.2. Support Channels and Call Opening.** The Customer must open Support Tickets in one of the channels described below. Any support requests made through different channels are invalid and are not subject to this SLA Agreement. Croct's support must receive all Support Tickets via its support email (help@croct.com).

**3.3. Description of Incidents.** The Customer must provide Croct with the following information when opening a Support Ticket at least:

- Applicant's name, title, and contact information;
- Severity Level assigned and the reason for the assigned severity;
- A detailed description of the Incident (error messages, functionality affected, impact on the Customer's operation, etc.);
- What activity the Customer was performing when the Incident occurred.

**3.4. Severity Level Assignment; Dispute Procedure.** The Customer shall assign a Severity Level to the Incident when opening the Support Ticket, based on the Customer's understanding of the reported Incident. Croct may reclassify the initially assigned Severity Level in the Incident diagnosis, considering the Incident verification and the Incident description as stated in this Service Level Agreement. Suppose the Customer disagrees with the Severity Level assigned by Croct. In that case, it may open a formal dispute procedure through Croct's support channels, providing reasonable justification for its dispute, and the Parties shall resolve in good faith any dispute regarding the classification of a reported Incident.

**3.5. Severity Levels; Response and Resolution Times.** Incidents related to Croct Services shall be classified according to the following criteria and shall be addressed according to the following Response Times and Resolution Times:

Severity Level	Description	Response Time	Resolution Time
High	Incidents causing the Customer Instance to be completely unavailable on the Croct Platform and/or the purchased Croct Services, causing a severe business impact and total loss of critical business functions, without a	<b>Standard Support:</b> 1 hour	<b>Standard Support:</b> 8 hours
		<b>Premium Support:</b> 1 hour	<b>Premium Support:</b> 4 hours

	feasible workaround or capable of guaranteeing the safe operation of the Croct Platform and/or Croct services.		
<b>Medium</b>	The specific Incident causes degradation or loss of non-critical functionality and/or performance to the Customer's Instance on the Croct Platform and/or the purchased Croct Services, with low or medium business impact, generally associated with secondary functions, and the Customer may continue operating with reasonable results for its functional needs. However, the process or format may not be desirable.	<b>Standard Support:</b> 3 hours  <b>Premium Support:</b> 2 hours	<b>Standard Support:</b> 16 hours  <b>Premium Support:</b> 8 hours
<b>Low</b>	Questions or doubts about the Croct Platform and/or the purchased Croct Services, or Incidents that do not affect the operation, that are tolerable and can be postponed.	<b>Standard Support:</b> 8 hours  <b>Premium Support:</b> 4 hours	<b>Standard Support:</b> N/A  <b>Premium Support:</b> 12 hours

**3.6. Exceptions.** Croct will not be liable for failing to adhere to this SLA in the following cases, which are beyond Croct's reasonable control: (a) the Customer's acts or omissions, including suspension of service for non-payment; (b) Force Majeure Events; (c) failures in services under the liability of the Customer or the Customer's third-party suppliers.

## ATTACHMENT II PERSONAL DATA PROTECTION

This Personal Data Protection Attachment ("**PDP**" or "**Attachment**") is an integral part of the Agreement entered into between CROCT TECH LTDA. ("Croct" and "Processor"), acting on its behalf and responsible for the Personal Data Processing of its Subprocessors, and the Customer ("Customer" and "Controller"), and describes the personal data protection standards and information security applied by Croct, in its role as Processor, related to the Processing of Personal Data within the scope of its Services purchased by the Customer. The Personal Data Protection Attachment does not apply to the Members' personal data processing, which will be subject to Croct's Privacy Policy as stated on the Website.

**1. Additional Definitions.** Additionally to the terms and expressions defined in the Terms and Conditions, its attachments, and in the Brazilian General Personal Data Protection Law ("**LGPD**"), the definitions in this Attachment II will prevail over the definitions in the Agreement.

"**ANPD**" refers to the Brazilian National Authority for Personal Data Protection, responsible for ensuring, implementing, and monitoring compliance with the LGPD.

"**Controller**" refers to the natural person or legal entity responsible for decisions regarding Personal Data Processing; regarding the Services, in this case, the Customer is the Controller.

"**Croct Policies**" refers to the Croct Privacy Policy and any other Personal Data protection and/or information security policies in effect by Croct and applies to the Agreement. The Customer may request, and Croct shall provide copies of Croct's policies whenever requested.

"**Personal Data**," "**Sensitive Personal Data**," "**Data Subject**," and "**Processing**" mean the same thing in the LGPD.

"**Personal Data Breach**" refers to the unlawful or inappropriate Processing of Personal Data, the loss, destruction, or alteration of Personal Data, or unauthorized access or disclosure of Personal Data.

"**Processor**" refers to the natural person or legal entity who carries out the personal data processing on behalf of the Controller; Croct is the Processor regarding the Services.

"**Subprocessor**" refers to any third party subcontracted by Croct for providing and making its Services available and who, within the scope of this subcontracting, shall act as Subprocessors in the Customer's Personal Data Processing.

## 2. PERSONAL DATA PROCESSING

**2.1. Croct's Processing.** When receiving, collecting, storing, processing, or otherwise processing Personal Data on behalf of the Customer and connected to the Services, Croct acts as the Processor. Croct shall process the Customer Personal Data abiding by (a) Croct's Policies; (b) the Customer's lawful instructions, and Croct may refuse to carry out any Processing it can identify as unlawful or incompatible with Croct's Policies. Croct represents and assures it will comply with LGPD and all other personal data protection laws and regulations applied to the Processing it performs and that Croct's Policies also comply with related laws and regulations.

**2.2. Croct's Processing Purpose and Duration.** Croct shall process the Customer's Personal Data to provide the Customer and its Users access to its Service, enable Croct Service usage, guarantee access to Customer Support and its Services, and the Professional Services provided by Croct, as stated in terms of the Agreement. Unless otherwise agreed to in writing between the parties, Croct shall process Personal Data during the Term of the Agreement.



**2.3. Subprocessor's Processing.** Croct shall contract Subprocessors to provide their Services, as applicable, and the Customer authorizes Croct to contract Subprocessors connected to the Services. Croct (a) shall ensure that such Subprocessors are subject to Personal Data protection terms and conditions compatible with and no less restrictive than the terms and conditions as defined in this Agreement to the applicable extent (including Attachment II); (b) shall remain liable to the Customer for the Processing performed by the Subprocessors.

**2.4. Customer's Processing.** The Customer also performs Personal Data Processing when using the Services. The Customer understands and acknowledges that it is the Personal Data Controller processing the data within the scope of the Services. As a Controller, the Customer is responsible for decisions regarding Personal Data Processing, as well as complying with its obligations as stated in LGPD and other applicable Personal Data protection laws and regulations, including, but not limited to defining the Processing purposes and assigning the legal bases, ensuring the Holder rights, assessing the performed Processing risks and preparing the respective impact reports, communicate incidents to the Data Subjects and the ANPD, among other obligations. Additionally, the Customer is solely responsible for determining which types and categories of Personal Data it uploads, stores, and processes through the Subscription Service.

**2.5. International Transfer of Personal Data.** The Customer acknowledges that Croct may transfer Personal Data to Subprocessors located outside of Brazilian territory as part of providing its Services. Any Personal Data transfer to an entity or Subprocessor located outside of Brazil by Croct shall be subject to (a) that entity or Subprocessor located and subject to the jurisdiction of a country whose Personal Data protection level is adequate, as stated in Article 33, item I of the LGPD; or (b) one of the safeguards as defined in Article 33, item II of the LGPD. Considering the nature of the Agreement, the other provisions regarding international transfer as stated in the LGPD will only apply in exceptional cases.

### 3. DATA SUBJECT RIGHTS

**3.1. Controller's Assignments.** As the Controller, the Customer understands and acknowledges, it is responsible for ensuring the rights of the controlled Personal Data Subjects and by which it is processed through its Services. Croct may provide support to the Customer regarding adherence to Data Subject rights, as stated in LGPD; when requested by the Customer, and to the extent that the Customer cannot secure such rights without Croct's support. Croct shall not be directly responsible for any request from Personal Data Subjects unless otherwise required by the LGPD or other applicable laws and regulations, and (a) will instruct the Data Subject to contact the Customer directly; (b) inform the Customer of such a request so the Customer can take the necessary measures. Croct's support services shall have to develop, implement, or adopt new processes, measures, or systems, whereby the Customer agrees to bear the costs of such actions. The parties shall agree to adhere to any of these Data Subject rights.

### 4. SECURITY

**4.1. Security Measures.** Croct adopts technical and administrative security measures to protect the Customer's Personal Data within the scope of the Services protecting against any Personal Data Breach. Croct employs appropriate tools to ensure the availability, integrity, and confidentiality of Personal Data processed by Croct.

**4.2. Croct and Customer Shared Responsibility.** Due to the nature of the Services, the security of Customer Data processed through Croct services is shared between Croct and the Customer. Croct is responsible for adopting appropriate security measures for providing Croct services to the Customer, as stated in the Agreement and Attachment II. Notwithstanding, the Customer also has a duty and responsibility to protect the Customer Data, and Personal Data accessed, monitored, analyzed, and processed through Croct services. Regarding this, the Customer is responsible for implementing adequate access and usage control, configuring security features and functionality in Croct services

and its systems and environments, advising the Members linked to its Instance regarding such features and functionality, and how to maintain backup copies of Customer Data.

**4.3. Confidentiality.** Croct shall not disclose the Customer Personal Data to any third parties without the Customer's express authorization. Exceptionally, Croct shall disclose the Customer's Personal Data (a) to its representatives, employees, collaborators, and subcontractors who must access them according to the activity they perform for Croct, as long as such individuals adhere to the confidentiality obligations, at least as restrictive as the terms of this Agreement and its attachments; and (b) as compelled by law or court or administrative order to such disclosure, and shall promptly notify the Customer of any disclosure, unless prohibited from doing so by law or court or administrative order. Croct shall remain liable to the Customer for the Processing performed by its representatives, employees, collaborators, subcontractors, and Subprocessors.

## 5. PERSONAL DATA BREACH

**5.1. Security Incident.** When Croct becomes aware of a Personal Data Breach relating to the Services that has affected or may have affected the Customer's Personal Data, Croct shall promptly notify the Customer within a period not exceeding forty-eight (48) hours after the Personal Data Breach event or incident. Croct shall provide the necessary information and details for the Customer to notify the Data Subject and the ANPD regarding this Personal Data Breach. Additionally, Croct shall take appropriate and reasonable measures to prevent events and incidents as those that caused the Personal Data Breach from occurring in the future.

## 6. CONCLUDED PERSONAL DATA PROCESSING

**6.1. Personal Data Return and Deletion.** During the Term of the Agreement, the Customer may obtain copies of the Personal Data (and other Customer Data), as stated in Croct services Terms and Conditions. Upon expiration of the Term, or as requested by the Customer, Croct shall delete the Personal Data (and other Customer Data) stored with Croct, using appropriate data destruction techniques. Exceptionally, Croct may keep copies of this Personal Data (a) strictly for the period and for the purposes as defined in the legislation or regulations applicable to Croct, to the extent that is applicable and as necessary, and (b) as necessary to maintain the integrity of one's backup copies (cold backup), as stated in the Terms and Conditions.

## 7. CROCT DATA PROTECTION OFFICER

**7.1. Data Protection Officer (DPO).** The Customer may contact the person in charge at Croct for any items related to Personal Data protection as stated in the Agreement or Attachment, as described below:

Address	Av. Paulista, 2202, cj 61, São Paulo, SP, CEP 01310-932
E-mail	privacy@croct.com