

## END USER LICENSE AGREEMENT

This “End User License Agreement” is a legal agreement between you, the individual or legal entity (“LICENSEE”), and ELVEN WORKS SOLUÇÕES EM TECNOLOGIA LTDA. (“LICENSOR”), a company organized and existing under the laws of the Brazil, with head office in the City of São Paulo, at Avenida Paulista, 171, 4<sup>th</sup> floor, Paraíso, Zip Code 01311-000, enrolled with the Individuals Taxpayers’ Registry (“CNPJ”) under n<sup>o</sup> 34.169.199/0001-06, for the use of the software “**One Platform**” (“Software”) accessed through the website “[1p.elven.works](http://1p.elven.works)” (“Site”), for the period previously determined by LICENSOR in the act of licensing the software. This EULA comprises not only the Software but also the associated physical media as well as any printed materials and any online or electronic documentation.

### 1. OBJECT

As mentioned above, this EULA comprises the use of the computer program called "One Platform", made available herein by LICENSOR (the "SOFTWARE") through the website "[1p.elven.works](http://1p.elven.works)" ("Site"), for the period previously determined by LICENSOR in the act of licensing the software, comprising the Software and the associated physical media, as well as any printed materials and any online or electronic documentation.

By using the SOFTWARE, even in part or as a test, the LICENSEE shall be bound by the terms of this EULA, agreeing to its provisions, especially with respect to the following sections: CONSENT FOR ACCESS, COLLECTION, USE, STORAGE, TREATMENT AND TECHNIQUES OF PROTECTION OF THE INFORMATION OF THE LICENSEE by the LICENSOR. The agreement of the terms herein is necessary for the full implementation of the functionalities offered by the SOFTWARE. In case of disagreement with the terms presented herein, the use of the SOFTWARE must be immediately interrupted by the LICENSEE.

### 2. LICENSEE STATEMENTS AND OBLIGATIONS

The LICENSEE declares having full knowledge of the rights and obligations arising from this EULA. Also, the LICENSEE acknowledges that this instrument constitutes the complete agreement between the parties - together with a contractual instrument and/or commercial proposal if applicable. The LICENSEE also declares having read, understood and accepted all its terms and conditions.

The LICENSEE declares that it has read, understood and accepted the privacy policy, freely and expressly consenting to the actions of collection, use, storage and treatment of its information and data, under the terms transcribed herein.

The LICENSEE declares to be aware that the operations that correspond to the acceptance of this EULA, as well as actions taken to promote the proper working of the Software, will be recorded in the databases of the LICENSOR, together with the date and time when they were performed by the LICENSEE. The LICENSEE understands

and agrees that such information can be used as evidence by the parties if somehow needed, regardless of compliance with any other formality.

The LICENSEE declares that it is aware that, in any case, it must strictly comply with the applicable legislation, especially with regard to its tax, fiscal, labor and social security obligations, as well as comply with the applicable data protection regulations.

The LICENSEE can access third-party applications through API connection for the purpose of sharing its information. The LICENSEE understands and agrees that such Information may be assigned to its account on the third-party application account. Although such information may be automatically shared by definition, LICENSEE may, at any time, suspend such sharing on its will or when the third-party application is uninstalled, directly on the third-party application settings.

The LICENSEE understands and agrees that the use its information and data by a Third-party application that was collected by such third-party application implies the observation and enforcement of the EULA provided by such Third-Party Application. Also, any action or use of the Third-party Application shall observe and comply with their Privacy Policies and any other applicable terms provided by such Third-Party. The LICENSOR shall not be responsible, under any circumstances, for the treatment given to LICENSEE's information and data by a Third-Party Application whatsoever, nor for any other action taken by such Third-Party.

The LICENSEE authorizes the LICENSOR to share their information and data with Partners ("Technology Partners") that help the LICENSOR to provide the hired products or services. These Technology Partners range from technical infrastructure providers to log management services and cost analysis tools. We ensure that the management of information and data done on our behalf by Technology Partners is done in accordance with contractual terms, which requires confidentiality, and demands that the information and data will be processed in accordance with data protection laws and used only as instructed and not for any other purpose (unless expressly authorized by LICENSEE).

LICENSEE acknowledges that the Technology Partners may be allocated outside of the country where LICENSEE is based.

### **3. SOFTWARE LICENSE**

This EULA grants the LICENSEE a revocable, non-exclusive and non-transferable license to use the Software. Under no circumstances will the LICENSEE have access to the source code of the software licensed herein since it is intellectual property of the LICENSOR.

### **4. RESTRICTIONS**

The LICENSEE is not allowed to:

- Copy, assign, sublicense, sell, lease or guarantee, reproduce, donate, transfer in whole or in part, under any modality - free or onerous -, temporarily or permanently, the SOFTWARE object of this EULA, as well as its modules, parts, manuals or any item/information related to it;
- Remove or change, in whole or in part, the notices of right reservation existing in the SOFTWARE and its documentation;
- Practice reverse engineering, decompilation or disassembly of the SOFTWARE.

If the LICENSEE executes any of the actions indicated in this section, or any other of this EULA, it may be considered civilly and criminally liable in the terms of the applicable law.

## 5. TIME PERIOD

This EULA shall enter into force on the date of its acceptance by the LICENSEE and shall be in force for the duration of the plan contracted by the LICENSEE. This EULA will be automatically renewed for the same period if the LICENSEE does not expressly state otherwise, under the same terms and conditions, including any penalties. This EULA may be terminated as set forth below in this instrument.

## 6. PAYMENT TERMS

The LICENSEE must pay the LICENSOR the amount that corresponds to the licensing plan chosen and according to the periodicity defined. The payment shall be done in agreement to the payment options made available to the LICENSEE at the time of contracting.

In case the LICENSEE, during the validity of the present instrument, opts for a superior licensing plan (*upgrade*), the price will be altered according to the respective chosen plan. If this operation generates credits, these will be used in the next renewals, being forbidden the return of values already paid that became credit for a plan alteration operation or recurrence.

If the LICENSING, during the validity of the present instrument, opts for a lower licensing plan (*downgrade*), the change of price will be made at the next renewal, being prohibited refunds of amounts previously paid.

The failure to pay any amounts on the respective due dates will not result in automatic termination of the EULA, but will cause the LICENSOR to suspend access to the SOFTWARE until the financial pending issues have been settled. Access to the SOFTWARE will only be re-established after the LICENSOR identifies the full payment of all pending amounts due while it was suspended. The identification may occur within two working days after the date of payment by the LICENSEE. If the LICENSEE does not resolve the financial pendency within 10 (ten) days from the due date of the unpaid amount, the LICENSOR reserves the right to terminate the contractual relation and this EULA.

In case the LICENSEE does not solve the financial pendency within 90 (ninety) consecutive days, counted from the due date of the amount not paid, the LICENSOR reserves the right to delete definitively and irrecoverably all the information of the LICENSEE that may be stored in the SOFTWARE, under the terms of Clause 7.

The values of the licensing plans established at the time of the SOFTWARE licensing may be updated annually according to the table of plans and prices in effect at the time of the adjustment. In that case, the LICENSEE will be informed within at least 7 (seven) days in advance of the renewal in which the price adjustment will occur.

Eventually there may be changes in the prices of the plans and additional hired, if this occurs the LICENSEE will be informed within at least seven (7) days in advance of its next renewal.

The LICENSOR may, at its discretion, offer discounts on the prices of the licensing plans. In this case, the discounts will be valid for up to 12 (twelve) months. The LICENSOR may renew or not the discount percentages, and may also cancel the discounts after the validity period, at its discretion, without prior notice.

## **7. RETURN OF INFORMATION**

In case the access to the SOFTWARE is suspended for any applicable reason, the LICENSOR will keep the LICENSEE's information stored in the SOFTWARE for a period of 90 (ninety) days, counting from the suspension of access. During this period, the LICENSOR will make the

LICENSEE's information available to be extracted from the SOFTWARE in ".csv" format.

As described in the paragraph above, 90 (ninety) days after the suspension of the LICENSEE's access to the SOFTWARE, all the LICENSEE's INFORMATION, including PERSONAL INFORMATION, ACCOUNT INFORMATION and FINANCIAL INFORMATION in LICENSOR's possession will be permanently excluded from the LICENSOR's database, regardless of whether or not it has been extracted by the LICENSEE.

Despite the LICENSEE's information mentioned above, the information regarding the date and time of access and the internet protocol address used by the LICENSEE to access the Site and the SOFTWARE will remain stored by the LICENSOR for 6 (months) from the date of each access performed, regardless of the end of the legal and commercial relationship between the LICENSEE and the LICENSOR, in compliance with the provisions of Article 15 of the Brazilian Law No. 12.965/2014, and may be stored for a longer period of time by court order.

## **8. LICENSEE's OBLIGATIONS**

The LICENSEE is obligated to:

1. Keep staff trained for the use of the SOFTWARE and for communication with the LICENSOR, and provide all documentation, reports and other information, whenever any problems occur with the SOFTWARE, that relate to the circumstances in which the problems occurred, aiming to facilitate and expedite the adjustments needed;
2. Maintain, at its expense, telecommunication line, internet modem, communication software, e-mail address and other resources necessary to communicate with LICENSOR;
3. Respond for the INFORMATION and data entered into the SOFTWARE, as for its registration, permissions, passwords and mode of use of its users, including, but not limited to, the information provided regarding the cloud credentials and other Technology Partners. The LICENSOR will under no circumstances be responsible for the

content (INFORMATION, passwords, copies of information, etc.) included in the SOFTWARE by LICENSEE, therefore, this INFORMATION will not be revised at any time by LICENSOR. The responsibility for the INFORMATION inserted or excluded in the SOFTWARE is always of the LICENSEE, who is the only one responsible for the backup of the information, especially before the exclusion. The LICENSOR will not be responsible for the storage of any information deleted by the LICENSEE;

4. Make sure that it is not prohibited by legal and/or contractual determination to pass data to LICENSOR, which are necessary for the execution of the service offered by this EULA;

5. To guarantee the regularity of the personal data inserted in the SOFTWARE, especially with regard to compliance with the terms of the applicable Law of Protection of personal Data (Brazilian Law No. 13.709/2018);

6. At any time the LICENSOR may block access to the SOFTWARE if it finds any practice by the LICENSEE, or any third party, of violation of this EULA and/or any attempt of fraud or gives the impression that it is an attempt, not reducing this action the responsibility of the LICENSEE for its acts;

7. Not to use the SOFTWARE in any way that may imply an illicit act, infringement, violation of rights or damages to the LICENSOR or third parties, including, but not limited to, the use for invasion of a computer device with the purpose of obtaining, tampering with or destroying data or information without the express authorization of the owner of such data or the device or server in which they are stored;

8. Do not publish, send or transmit any file that contains viruses, *worms*, Trojan horses or any other program that may contaminate, destroy or interfere with the proper functioning of the SOFTWARE;

9. Inform the LICENSOR whenever there is any change in the INFORMATION provided to the LICENSOR and that may prevent, limit or prejudice the LICENSOR's access to the INFORMATION necessary for the execution of the functionalities offered by the SOFTWARE;

10. To strictly comply with the Brazilian legislation and any legal obligation imposed and/or arising from its activity and due to the use of this SOFTWARE;

11. If the LICENSEE suspects that its credentials (login and password) to access the SOFTWARE have been stolen or are known to others, for any reason, the LICENSEE must immediately communicate such fact to the LICENSOR, without prejudice to changing your password immediately, through the SOFTWARE;

12. To use the resources offered by the SOFTWARE, in relation to the issuance, disablement, correction, contingency, cancellation of tax documents, details of the regions served, versions of the SOFTWARE, offline use, backup of information implemented, among others, the LICENSEE must verify and keep informed through the site [help.elven.works](http://help.elven.works) or our call center. Once accept the terms of this EULA, this also guarantees acceptance of the product specifications as defined on our website.

## **9. LICENSOR'S OBLIGATIONS**

The LICENSOR is obligated to:

1. Make sure that the SOFTWARE will function steadily if the conditions of use defined in the documentation are respected. In the event of programming errors ("*bugs*"), the LICENSOR will be obliged to correct such errors, and may at its discretion replace the copy of the programs with corrected copies;

2. Provide, on an ongoing basis upon acceptance of this EULA, access to the SOFTWARE during the validity of this EULA;

3. Suspend access to the LICENSEE's SOFTWARE that is in violation of the content rules established herein or the legal rules in force;

4. Change the specifications and/or features of the licensed SOFTWARE for improvement and/or error corrections, according to the product plan defined by LICENSOR;

5. Provide access to support services from Monday to Friday, a) from 9:00 a.m. to 6:00 p.m. (Brasília/DF time zone – **GMT -3**), with no breaks, through chat (located inside the SOFTWARE) and e-mail ([support@elven.works](mailto:support@elven.works)), for clarification of non-technical questions directly related to the SOFTWARE (according to the contracted plan);

6. To keep LICENSEE's INFORMATION, as well as its access records, confidential. LICENSEE's INFORMATION shall be stored in a safe environment, being respected the intimacy, private life, honor and image of the LICENSEE, in accordance with the provisions of Brazilian Law no. 12.965/2014. The LICENSOR will not be responsible for the storage of information excluded by the LICENSEE.

## **10. LEVEL OF SERVICE**

The LICENSOR will undertake commercially reasonable efforts to make the SOFTWARE available at least 99.5% (ninety point five percent) during each Year of Service (as defined below) ("Service Level Commitment"). In case the LICENSOR does not fulfill the Service Level Commitment, the LICENSEE shall be entitled to receive a credit corresponding to one month of monthly fees, one-third of fees of quarterly plans, or one-twelfth 1/12 of fees for annual plans ("Service Level Commitment").

The expression "Year of Service" means the 365 (three hundred and sixty-five) days preceding the date of a claim related to the level of service. If the LICENSEE is using the SOFTWARE for less than 365 days, the corresponding Year of Service will still be considered as the previous 365 days, however, the days prior to its use of the services will be considered as 100% (one hundred percent) of availability. Periods of operational downtime that occur prior to a successful claim for Service Credit may not be used for the purpose of future claims.

The Service Level Commitment does not apply if the circumstances of unavailability result (i) from an interruption of power supply or emergency shutdowns not exceeding two (2) hours or that occur in the period from 00h to 6h;(ii) are caused by factors beyond the LICENSOR's reasonable control, including cases of force majeure or Internet access and related problems; (iii) result from any acts or omissions of the

LICENSEE, third parties or third party applications; (iv) result from equipment, software or other technologies that the LICENSEE uses that prevent regular access to the SOFTWARE; (v) result from failures of individual instances not attributable to the unavailability of the LICENSEE.

## **11. DISCLAIMER OF LIABILITY**

The LICENSOR is not responsible:

1. For failure of operation, operation by unauthorized persons or any other cause where the LICENSOR is not at fault;
2. For compliance with the legal deadlines of the LICENSEE for the delivery of regulatory documents;
3. For damages or losses resulting from administrative, managerial or commercial decisions taken based on information provided by the SOFTWARE;
4. For problems defined as "fortuitous case" or "force majeure", contemplated by Article 393 of the Brazilian Civil Code;
5. For any problems arising from actions of third parties that may interfere with the quality of the service;
6. For lost profits, under any circumstances;
7. For damages caused to third parties due to content generated by the LICENSOR through SOFTWARE;
8. The unavailability or slowness of third party applications that connect to the SOFTWARE through API or even from LICENSEE's telecommunications and infrastructure providers;
9. For reviewing the INFORMATION provided by the LICENSEE, either in relation to the accuracy of the data, or the legality or threat of violation as a result of providing this information;

10. For any legal infractions committed by the LICENSEE, of fiscal, tax, labor, social security, criminal or any other order.

11. For the generation and sending of regulatory obligations, and this procedure is only for the LICENSEE.

12. The LICENSOR adopts the appropriate security measures according to market standards for the protection of LICENSEE's INFORMATION stored in the SOFTWARE. However, the LICENSEE acknowledges that no system, server or software is absolutely immune from attacks and/or invasions by hackers and other malicious agents, and the LICENSOR is not responsible for any exclusion, obtaining, use or unauthorized disclosure of INFORMATION resulting from attacks that the LICENSOR could not reasonably avoid through said security standards.

## **12. CANCELLATION OF LICENSE**

The LICENSOR reserves the right to immediately cancel the LICENSEE's access to the SOFTWARE in cases where the LICENSEE uses the SOFTWARE in a manner different from that stipulated in this instrument

## **13. LIMITED WARRANTY**

To the maximum extent permitted by law, the SOFTWARE is supplied "as is" and "as available", with all faults and without warranty of any kind.

Notwithstanding the provisions of item 9 above, the LICENSOR does not guarantee that the functions contained in the SOFTWARE will meet the LICENSEE's needs, that the operation of the SOFTWARE will be uninterrupted or error-free, that any service will remain available, that defects in the SOFTWARE will be corrected or that the SOFTWARE will be compatible or work with any third party SOFTWARE, applications or services.

In addition, the LICENSEE acknowledges that the SOFTWARE should not be used and is not suitable for use in situations or environments where the failure or delays, errors

or inaccuracies in content, data or information provided by the SOFTWARE could lead to death, personal injury, or serious physical or environmental damage, including, but not limited to, the operation of nuclear facilities, air navigation or communication systems, air traffic control, life support or weapons systems.

#### **14. LIMITED LIABILITY**

In no event shall LICENSOR be liable for personal injury or any incidental, special, indirect or consequential damages, including, without limitation, damages for loss of profits, loss of a chance, corruption or loss of data, failure to transmit or receive data, noncontinuity of business or any other loss or commercial loss, arising out of or related to its use or its inability to use the SOFTWARE or any other reason. Under no circumstances the LICENSOR, for all damages that might be caused to LICENSEE arising from this EULA that was not mentioned before, can be obligated to bear amount that exceeds the amount corresponding to the last licensing plan paid by the LICENSEE to obtain this SOFTWARE license.

#### **15. FREE, EXPRESS AND INFORMED CONSENT**

The LICENSOR declares that all data collected and provided by the LICENSEE will be used solely and exclusively to enable the proper functioning of the SOFTWARE within the scope contracted under this EULA.

The LICENSOR undertakes to store personal data in the form permitted by Law 13.709/2018 ("General Data Protection Law" or "LGPD"), as well as the LICENSOR undertakes to provide security within the standards determined by LGPD, observing the limits of liability established in this EULA.

The Parties declare that any and all personal data shared between them will be used solely and exclusively for the execution of this EULA, so that such data will be treated in the light of Article 7 of the Brazilian Law 13.709/2018 ("General Data Protection Law"). The Parties acknowledge that the adverse use of any personal data will result in the penalties provided for by law as well as the immediate termination of this EULA,

unless authorized by the holder of the said data (occasion that the processing will be legitimized by article 7, I).

The LICENSEE, by agreeing to use the SOFTWARE, not only fully accepts the terms of this EULA, but also freely and expressly consents that the LICENSOR collects, uses, stores and processes LICENSEE's INFORMATION that is necessary for the service offered to be provided in its entirety. To this end, the LICENSEE freely and expressly consents to provide the data that allow access to the INFORMATION necessary for the SOFTWARE to perform all the functions for which it was designed.

The LICENSEE consents that the LICENSOR can collect technical navigation information whenever LICENSEE accesses LICENSOR's website, such as the type of computer browser used to access the site, Internet protocol address, pages visited and average time spent on the site. Such information may be used to guide the LICENSOR to improve the services offered.

The LICENSEE freely and expressly consents that its INFORMATION may be transferred to third parties as a result of the sale, acquisition, merger, corporate reorganization or any other change in the control of LICENSOR. The LICENSOR, however, undertakes in these cases to inform the LICENSEE.

The LICENSEE freely and expressly consents that the LICENSOR uses cookies only to control the audience and the navigation on its site and to allow the identification of segmented and personalized services to the LICENSEE's profile. LICENSOR guarantees that this information collected through cookies is statistical and not personal, and that it will not be used for purposes other than those expressly provided for in this EULA, undertaking to take all necessary measures to prevent access and use of such information by any third party without proper authorization.

## **16. TERMINATION**

The LICENSEE can request a total refund of the amounts paid within 7 (seven) days after the date of hiring or according to the adhesion of promotional campaigns. After this period of 7 (seven) days, there will be no refund of the amounts paid and the LICENSEE may only request the cancellation of the automatic renewal, as long as LICENSEE informs the LICENSOR in writing and by specific function of the platform, at least 15 (fifteen) days in advance of the next renewal. Even in that case, LICENSEE must pay the balance due of the contracted licensing plan if any.

For licensing plans with advance payment, if the LICENSEE decide to terminate this EULA before the end of the contracted term, the LICENSOR is not obligated to return to the LICENSEE the remaining balance of the contracted licensing plan (except in promotional campaigns that provide for the return of the amounts paid). This amount will be retained by the LICENSOR to cover operating costs. The same rules apply for the hiring of Premium Support and other additional.

The LICENSOR may terminate this EULA at any time, as long as LICENSOR notifies LICENSEE at least 15 (fifteen) days in advance, in which case it must return to the LICENSEE the balance due from the contracted licensing plan if any. This minimum notice period and the above obligation to retribute shall not apply in the cases provided for in clause 12 above and in cases of violation of this instrument.

The LICENSOR may terminate the EULA at any time in case of violation by LICENSEE of the terms and conditions hereby agreed upon, or in case of payment delay not remedied within ninety (90) days, according to clause 6 of this EULA.

In case of termination of this contract, the banking, financial and other information of the LICENSOR will be available according to clause 7 of this term, being permanently excluded after ninety (90) days from the date of termination.

## **17. LEGAL PROVISIONS**

If LICENCEE develops a new features or product that characterizes a copy, in whole or in part, either of the data dictionary or of the program, it will be considered as part

of the SOFTWARE provided by LICENSOR, being therefore its property incorporated by LICENSOR and its use conditioned to these contractual clauses;

This EULA binds the parties and their respective successors and only the LICENSEE has a non-exclusive license to use the SOFTWARE, however, LICENSEE is prohibited from transferring the rights and obligations agreed by this instrument. Such limitation, however, does not affect the LICENSOR, who may at any time assign, in whole or in part, the rights and obligations inherent in this EULA;

Tolerance by one party to the other for non-compliance with any of the obligations assumed in this EULA shall not constitute novation or waiver of right. The tolerant party may, at any time, demand from the other party the full compliance of this EULA;

The non-fulfillment of the obligations assumed herein due to facts that are independent of the will of the parties, such as those that constitute fortuitous events or force majeure, as provided for in article 393 of the Brazilian Civil Code, does not constitute a cause for contractual termination;

If any provision of this EULA is found void, voidable, invalid or unenforceable, no other provision of this EULA will be affected as a result and therefore the remaining provisions of this EULA will remain in full force and effect as if such void, void, invalid or unenforceable provision were not contained in this EULA;

The LICENSEE agrees that LICENSOR may disclose the celebration of this instrument for commercial purposes, making mention of LICENSEE's name and brand in commercial campaigns. The LICENSEE also accepts to receive communications via e-mail about training, partnerships and campaigns related to the SOFTWARE;

In this act, the LICENSOR expressly authorizes the LICENSEE to collect and use its technical and operational data present in the SOFTWARE, for the purpose of studies and improvements in the SOFTWARE;

The LICENSOR may, at its sole discretion, at any time and without prior notice to the LICENSEE:

- a. Terminate, modify or suspend, in whole or in part, the LICENSEE's access to the SOFTWARE, when such access or registration is in violation of the conditions set out in this EULA;
- b. Exclude, in whole or in part, the information registered by the LICENSEE that is not in accordance with the provisions of this EULA;
- c. Add, delete or modify the Content offered on the site;
- d. Change any terms and conditions of this EULA by simple communication to the LICENSEE.

The LICENSOR may also, at its sole discretion, suspend, modify or terminate the activities of the SOFTWARE, upon prior notice to the LICENSEE at least 15 (fifteen) days in advance, making available ways and alternatives to extract the information from the Site, except in the event of unforeseeable circumstances or force majeure.

The LICENSOR may, by means of communication to the electronic address indicated by the LICENSEE in its registration or by means of notice on the Site, set prices for the offer of certain contents and/or services, even if initially such services have been offered free of charge, and the use of these, after the said notice, is considered as agreement of the LICENSEE with the collection of such prices.

It is understood by the LICENSEE that only the person registered by the LICENSEE itself as account administrator may request to delete the LICENSEE's information inserted in the SOFTWARE. Furthermore, the LICENSEE declares its knowledge that once deleted, they can no longer be recovered, and the LICENSOR disclaims any responsibility for any loss or damage arising from this procedure requested by the LICENSEE.

## **18. APPLICABLE LAW**

The Brazilian Law is the only one that applies to this EULA, and the District Court of the City of São Paulo, State of São Paulo, SP. Brazil, is elected, with waiver of any other, however privileged it may be, to settle any dispute arising from the present EULA.

## **19. OTHER DEFINITIONS**

The terms used in this instrument shall be interpreted and used as defined below, whether singular or plural:

**PERSONAL INFORMATION:** any information provided by any of the Parties that identifies you or makes you identifiable, such as name, address, date of birth, telephone number, fax number, e-mail address, number of documents, etc.

**LICENSEE:** individual or legal entity, with full capacity to contract, which accesses the SOFTWARE of the LICENSE through the site, making its registration, accepting the terms of this EULA and enjoying the features offered in accordance with the licensing plan contracted.

**SOFTWARE:** software exclusively owned by LICENSOR, whose functionalities and services are made available through the website.

**API:** Application Programming Interface which in English means Application Programming Interface. It is a set of programming routines and standards for access to a software application or web based platform.

São Paulo, December of 2020

ELVENWORKS TECHNOLOGY SOLUTIONS LTDA.