



Terms of Service and Use of the Elven Platform

This document (“Terms Service and of Use”) establishes the terms and conditions applicable to the use of the Elven Platform. The Platform is licensed by us, from ELVENWORKS SOLUÇÕES EM TECNOLOGIA LTDA., a legal entity governed by private law, registered with the CNPJ under no. 34.169.199/0001-06, with headquarters at Alameda Rio Negro, 503, Room 2020, Alphaville Centro Industrial, CEP 06454-000, Barueri-SP – Brazil (Elvenworks).

Please, read the terms set out here before using our Platform. By accessing, browsing or using our Platform, you, the user (“you” or “user”) declare to accept the terms and conditions contained in this document. If you do not agree with the terms and conditions contained in this document, please do not use our Platform.

In addition to this document regarding terms of use, emphasize the need to validate our Privacy Policy.

1. APPLICABILITY OF THE TERMS OF USE

1.1. The terms of this document must be observed whenever our Platform is used by you, the user.

1.2. If you have any questions about the terms set out here, please contact us by e-mail support@elven.works.

2. CONTRACTING AND LICENSING THE PLATFORM





2.1. Elven Platform is a cloud product management platform. Through our Platform, you will be able to monitor and manage your analyzes used in the operation of cloud technology, searching to enable the most efficient practices in the management of environments related to the products monitored and observed by the Platform.

2.2. The user can hire our platform through our website <https://elven.works>.

2.3. By accessing the link mentioned above, the user will be able to choose between one of the following plans according to the functionalities they consider necessary for the reality of their business:

1. Free;
2. Starter;
3. Scale Up;
4. Standard;
5. Enterprise;
6. Business;
7. Incident Management.

2.4. After choosing the desired plan, the user will be redirected to register. When registering, you will need to provide some data about your organization and yourself (personal data). To find out how we treat your personal data, access our Privacy Policy.

2.5. When registering, You will be the holder of an account that can only be accessed by You, through a login and password in the “CONSOLE” tab available on our website. You agree that you will keep your login and password confidential and secure, out of the reach of third parties, and will not allow your account on the Platform to be used by other people. Therefore, the User is responsible for all actions carried out under his account. If your account, login or password is lost, misplaced or suspected of misuse, please inform us immediately.





2.6. Contracting any of the plans can also be done through one of our salespeople. If applicable, registration and handling of the platform will be instructed by our professionals after hiring.

2.7. In addition to the plans listed in clause 2.3., you can subscribe to a personalized plan through a commercial proposal. In this case, all other terms set forth herein apply.

3. RENEWAL, DOWNGRADE, CANCELLATION AND ADJUSTMENT

3.1. When purchasing our licenses, the contract will remain in force until terminated, with a monthly charge.

3.2. If the user wishes to **cancel** their account, send an email with the request to financeiro@elven.works. However, after requesting cancellation, your plan will continue to be active for the period of notice agreed in the Commercial Proposal. While your plan is active, even with the prior notice title, all obligations set out in this document and in the commercial proposal must also be fulfilled.

3.2.1. After cancellation, your data will be automatically deleted, as will all activities carried out on the Platform. We at Elvenworks have no obligation to store such information after complete termination of the contract.

3.3. The Payment can be made in the forms listed below, which must be agreed with the client at the time of contracting:

3.3.1. If so agreed between the parties, Elvenworks will send, monthly, via the e-mail address provided by the customer at the time of contracting, a payment slip together with the invoice;

3.3.2. The Payment can also be made via credit card using the link sent by email.





3.4. If the payment for the license is not identified, the user will have up to 30 (thirty) days to regularize their payment details. Otherwise, your account will be suspended.

3.5. The Failure to pay for a period of 90 (ninety) days after suspending the user's access may result in the immediate cancellation of the contracted plan, as well as the deletion of any stored content.

3.6. To downgrade the contracted plan and renegotiate the values, contact us by the email transcribed in clause 1.2.

3.7. The values indicated at the time of subscription are subject to annual monetary adjustment in accordance with the IGP-M (FGV) index, accumulated from the date of subscription to the date of each anniversary. If the legislation is changed to allow adjustments at a frequency of less than 1 (one) year, this possibility will be applied immediately, at the shortest frequency permitted by law. If the rule indicated is different from an adjustment in the commercial proposal concluded with the user or in an independent contract, the terms of the proposal/contract will prevail.

3.8. In the event of an increase in the tax rate levied on the solutions now contracted, or the imposition of new taxes relating to them, the increased value will be reflected in the price of subscriptions - if these are affected - immediately.

3.9. In the event of an increase in the licensing costs of the Platform contracted, or in the licensing costs of the software necessary to make the Platform available, the increased value will be immediately transferred to the price of the subscribed plan.

4. SERVICE LEVEL AGREEMENT (SLA)





4.1. The Elven Platform SLA works as follows:

- 4.1.1. In the case of the “Starter”, “Scale Up”, “Standard” and “Incident Management” plans, it is Elvenworks' obligation to keep the Platform available for 97% (ninety-seven percent) of the time, each month.
- 4.1.2. In the case of subscribing to the “Enterprise” and “Business” plans, it is Elvenworks' obligation to keep the Platform available for 99.5% (ninety-nine point five percent) of the time, each month.

5. INCIDENT RESPONSE

5.1. If an incident occurs that, in any way, impacts the regular use of the Platform, the user must contact support by the email transcribed in clause 1.2.

5.2. After contacting support, pursuant to clause 5.1., the response deadline is:

5.2.1. For Enterprise and Business plans, there are 2 (two) days for critical incidents with direct financial impact; 7 (seven) days for critical incidents without direct financial impact and 14 (fourteen) days for non-critical incidents.

5.2.2. For other plans, the response period for any and all incidents will be 14 (fourteen) days.

5.3. If a deadline other than those listed in clauses 5.2.1 is stipulated. and 5.2.2. in the commercial proposal concluded with the user or in an independent contract, the terms of the proposal/contract must prevail.

6. USER OBLIGATIONS AND DECLARATIONS





6.1. It is the user's obligation to keep their banking and contact details always up to date, to promote the adequate payment of installments owed to Elvenworks in return for using the Platform.

6.2. Be responsible for the information and data entered into the Platform, for the registration, permissions, passwords and mode of use of its users, including, but not limited to, the information provided with regard to cloud credentials.

6.2.1. Elvenworks, under no circumstances, will be responsible for the content included on the Platform by the User. Responsibility for information entered or deleted on the Platform will always lie with the user. Elvenworks will not be responsible for storing information deleted by the User.

6.3. It is the user's obligation not to use the Platform in any way that may imply an illegal act, infringement, violation of rights or damage to Elvenworks or third parties, including, but not limited to, the use to invade a computer device with the aim of obtaining, tampering with or destroy data or information without the express authorization of the holder of such data or the device or server on which it is stored.

6.4. It is the user's obligation not to 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 Platform.

6.5. It is the user's obligation to strictly comply with Brazilian legislation and all legal obligations imposed and/or arising from their activity and due to the use of this Platform. If the User believes that their login and password to access the Platform have been stolen or are known to other people, for any reason, the User must immediately communicate this fact to Elvenworks.





6.6. The user agrees that reverse engineering, adaptation and/or creation of works, platforms or software derived from the Elven Platform is prohibited, as it is the intellectual property of Elvenworks.

6.7. At any time, Elvenworks may block user access to the platform if it is found that the user is violating any of the terms of this contract and/or current national legislation, with no need to send any notification to the user.

6.8. By subscribing to the Platform, the User expressly authorizes the use of their logo by Elvenworks for the purposes of institutional and commercial advertising, portfolio creation, which can be reproduced both physically and electronically, without any limitation on the number of insertions and reproductions, including, but not limited to reproduction on websites, social networks and in emails.

7. ELVENWORKS OBLIGATIONS AND REPRESENTATIONS

7.1. Elvenworks is committed to:

7.1.1. Treat the user's personal data to which they have access in accordance with the General Data Protection Law (Law 13,709/2018).

7.1.2. Provide the services contracted by the user within the parameters established in this document.

7.1.3. Treat user information you have access to with care and confidentiality.

7.2. Elvenworks undertakes to use the logo and User information strictly and exclusively for the hypotheses set out in clause 6.8.

7.3. In the event of unforeseeable circumstances or force majeure, Elvenworks cannot be held responsible for non-compliance with its obligations transcribed





here and contained in the commercial proposal, under the terms of article 393 of the Civil Code.

7.6. Elvenworks is not responsible for carrying out any action that is not related to the functioning of AGENT, available on the customer's infrastructure.

7.6.1. For the purposes of clarifying the previous clause, “AGENT” is the element installed in the user's infrastructure that is responsible for collecting internal metrics according to the configuration chosen by the User, as well as sending summarized data that indicates an average of the metrics found.

8. CHANGES TO THIS DOCUMENT

8.1. We constantly work to improve the services provided. As changes occur in the offering of this service or in applicable legislation, this document may change. Therefore, we recommend that you periodically visit this document, which will always be available on our website.

9. GENERAL OBLIGATIONS

9.1. If there is any clash and/or controversial clause between this document and the commercial proposal, the terms of the commercial proposal shall prevail.

10. APPLICABLE LAW AND COMPETENT JURISDICTION

10.1. This document will be governed and executed in accordance with the legal system of Brazil. The Competent Forum to resolve any disputes related to this Privacy Policy is the central forum of the district of São Paulo/SP.

Date of last update: September 23, 2024.

