



TERM OF ADHESION – PROVISION OF SOFTWARE, SUPPORT AND EQUIPMENT MAINTENANCE SERVICES

By means of this Term of Adhesion, we hereby request the contracting of the service(s) described below, FLUX TECNOLOGIA LTDA., a provider of telecommunications services, registered with the CNPJ under No. 30.288.995/0001-07, headquartered at Rua Joaquim Pedro Soares, 560, sala 602, Centro, Novo Hamburgo, Rio Grande do Sul, CEP 93510-320, hereinafter referred to as FLUX TECNOLOGIA. and

XXXXXXXXXXXXX LTDA., registered with the CNPJ under No. XX. XXX. XXX/0001-XX, headquartered at Rua XXXXXXXXXXXXX, XX, sala XX, Centro, XXXXXXXXXXXX, XX, CEP XXXXX-XXX, hereinafter referred to as CONTRACTING PARTY.

- 1.1. The provision of the services object of this term will be made based on the CONTRACT FOR THE PROVISION OF SOFTWARE, SUPPORT AND EQUIPMENT MAINTENANCE SERVICES No. 021403-2024, available on the www.flux.net.br website and also registered at the Registry of Deeds and Documents of the district of Novo Hamburgo RS.
- 1.2. The activation of the service(s) will be subject to technical feasibility, financial and credit analysis, as well as the presentation and analysis of the CLIENT's documents.
- 1.3. The CONTRACTING PARTY declares to have been informed by FLUX TECNOLOGIA about the technical and commercial conditions of the services object of this contract for the period agreed between the parties.1.3.1. The term of validity of this contract is the one contained in the table below, together with the technical characteristics of the service.
- 1.4. After the expiration of the initial term described herein, if there is no written statement by any of the PARTIES within thirty (30) days of its termination, the commercial conditions will be renewed for the same and successive period.
- 1.5. If the CONTRACTING PARTY proceeds with the complaint, by sending a written notification to FLUX TECNOLOGIA with 30 (thirty) days in advance, requests

- 1.8. The Parties shall make their best efforts to protect information, especially personal data, applying administrative and technical protection measures necessary and available at the time, requiring from their suppliers the same acceptable level of Information Security, based on best market practices, based on contractual clauses.
- 1.9. The CLIENT declares that he/she is aware of the terms and conditions described in the Software and Equipment Agreement, available in a notary's office and on the www.flux.net.br website. It also declares that it is aware that the attorneys-in-fact and/or legal representatives undersigned are duly constituted in accordance with the respective Bylaws/Articles of Association, with powers to assume all obligations herein contracted.
- 1.10. The CONTRACTING PARTY must provide all the necessary infrastructure for receiving, installing and using the contracted service/solution, including, but not limited to, the internal network, fully observing the technical requirements eventually prepared by FLUX TECNOLOGIA.
- 1.10.1. If the CONTRACTING PARTY has not provided all the necessary infrastructure, in accordance with the rules described in the previous item, FLUX TECNOLOGIA may consider the





contractual termination before the end of the minimum period of permanence subject to a specific instrument signed between the Parties, will be subject to the payment of a fine corresponding to a percentage of 30% (thirty percent) of the value of the installments due, calculated based on the average of the value of the last three invoices prior to the month of termination/cancellation of the Agreement.

1.5.1. The payment of the fine stipulated in this item will be made in a single payment, within 30 (thirty) days after receipt of the communication of the complaint and contractual termination.

1.6. The CONTRACTING PARTY and FLUX TECNOLOGIA have an obligation to comply with Law No. 13,709/2018, known as the General Law for the Protection of Personal Data (LGPD). FLUX TECNOLOGIA and the CONTRACTING PARTY will be responsible for monitoring, by appropriate means, their own compliance and that of their employees and sub-processors with the respective Personal Data protection obligations.

1.7. If information relating to an identified or identifiable individual is processed within the scope of this Agreement, the Parties undertake to act in accordance with the legislation in force on data protection relating to the other Party and the determinations of the Regulatory/Supervisory Bodies on the matter, in particular the provisions of Law No. 13,709/2018 ("General Law for the Protection of Personal Data"), as well as other laws and regulations for the protection of personal data.

contracted service/solution as accepted and will carry out the commercial activation, thus understanding the availability of the service/solution to the CONTRACTING PARTY until the latter provides the necessary infrastructure, and after the commercial activation of the service, FLUX TECNOLOGIA may start the respective billing(s) in the form and contractual conditions.

1.10.2. To this end, FLUX TECNOLOGIA will inform the CONTRACTING PARTY about the commercial activation, informing the date that will be considered for the start of billing of the contracted service. Information and any clarifications may be provided by FLUX TECNOLOGIA by means of electronic mail (e-mail) or correspondence.

1.11. In case of any increase in the taxes levied on the contracted service, they will be passed on to the CONTRACTING PARTY, by increasing the amount of the invoice.

1.12. It is the responsibility of the CONTRACTING PARTY to properly use the benefits of this OFFER, and may be held responsible for the use of service/solution in an illegal, inappropriate and/or non-conforming manner and the specific provided for in the contract, being liable for damages caused to other users and FLUX TECNOLOGIA.





TECHNICAL CHARACTERISTICS:

PRODUCT 1:	
DELIVERY TIME: 10 working days	
INSTALLATION FEE: R\$ 0.00	MONTHLY PRICE: R\$ 0.00
OBS:	

TOTAL:

MONTHLY RECURRING TOTAL	R\$
TOTAL NON-RECURRING AMOUNT	R\$

^{*} All values described in this term are already with all taxes included.