

## Terms and Conditions of Use

These Terms and Conditions of Use (“**Terms of Use**”), together with the commercial conditions of use instrument (“**Commercial Conditions**”), whereas Terms of Use and Commercial Conditions shall be collectively referred to as (“**General Terms and Conditions**”), establish the terms governing the use of the tool(s) managed by the company Touch Tecnologia e Informática Ltda. (“**Touch**”), registered under CNPJ No. 01.299.011/0001-87, headquartered at Rua Gomes de Carvalho, No. 1666, 3rd floor, Vila Olímpia, in the City of São Paulo, State of São Paulo, CEP 04.547-006 (“**Touch**”), by the contracting company (“**User**”). The Commercial Conditions contain the list of tools contracted by the User (“**Tools**”), as well as the commercial conditions for contracting each of them. The Tools are made available via the internet, intended for the performance of certain operations of the contractor, and used by its employees or customers. These Terms of Use must be carefully read, understood, and fully accepted so that the registration and use of the services and functionalities of the Tools are carried out. Access to and use of the Tools by the User are conditioned upon their express and full agreement and adherence to these Terms of Use.

### **1. USO DAS FERRAMENTAS.**

- 1.1.** Touch, under the terms established in the Commercial Conditions, authorizes the User to use the Tools through individualized access with a login and password. Access to the Tools may be performed via the internet by the User and their partners, administrators, employees, collaborators, representatives, and service providers (“**Collaborators**”). The password and login are non-transferable and are the sole and exclusive responsibility of each User.

- 1.2.** The authorization for use granted within the limits of the Commercial Conditions does not include the assignment of the Tools' source code in any form or at any time, or of any other intangible asset owned by Touch.
- 1.3.** Touch will make available to the User, for the duration described in the Commercial Conditions, a technical support structure, which includes: (i) making available to the User via the internet all help information regarding product functionalities; and (ii) making available to the User, via the internet, an electronic address through which the User may report occurrences related to the Tools.

  - 1.3.1.** Technical support services will be provided during business hours, from 9:00 AM to 6:00 PM, on business days, or during the hours corresponding to the chosen support package; the User may access support to open a ticket through the specific communication channel for the Tool.
- 1.4.** Touch will allow the User access to the Tools through one or more profiles designated as “administrator,” which will have the capacity to create other profiles with lower access and established limitations, following hierarchy rules established within Touch's domain. The administrators designated by the User will be responsible for creating the individual access profiles for their Collaborators, including the insertion of their basic data, allowing Collaborators access to the Tool under specific access conditions and responsibilities.
- 1.5.** User access will be granted upon the correct and truthful completion of the information necessary for the provision of the Tools, in accordance with the conditions provided herein.
- 1.6.** Each Collaborator will receive a personal and non-transferable access password to the Tools. The User is exclusively responsible for the safekeeping and conservation of these passwords, as well as for ensuring they are not provided to third parties. In case of loss or theft, we request that you contact us immediately through the specific channel for the adoption of necessary measures.

## **2. AVAILABLE PLANS**

- 2.1.** The plan chosen for the use of each Tool is fully described in the Commercial Conditions, with complete details regarding any use limitations, included services, and other pertinent specifications.
- 2.2.** In the event that the User requires a plan that includes parameters exceeding the limits provided for in the originally chosen plan, as per the Commercial Conditions, or other tools provided by Touch, the User must contact Touch to request the contracting of the new Tool or plan, amending the Commercial Conditions.

## **3. PRICE**

- 3.1.** The price established in item 4 of the Commercial Conditions will be adjusted every 12 (twelve) months, by applying the variation of the Extended National Consumer Price Index (IPCA), or another official index that may replace it.
- 3.2.** The original currency of this Agreement is the Brazilian Real (R\$). In the event of contracting by a User domiciled abroad, the amounts may be agreed upon in foreign currency, as established in the Commercial Conditions. For accounting, tax, or regulatory purposes, if conversion to the Brazilian Real is necessary, it will be carried out based on the current official exchange rate, adopted by the applicable Brazilian legislation, on the date of actual receipt of the amounts.
- 3.3.** The eventual issuance of a Purchase Order or similar document by the User will not modify the maturity date previously established in item 4 of the Commercial Conditions or that of the Invoice to be issued in their favor.
- 3.4.** In case of delay in the payment of the price established in item 4 of the Commercial Conditions, a fine of 2% (two per

cent), interest of 1% (one percent) per month, and monetary correction according to the Extended National Consumer Price Index (IPCA), without prejudice to the possibility of termination of the Agreement by Touch should the delay exceed 30 (thirty) days.

#### **4. RESPONSIBILITIES AND OBLIGATIONS OF TOUCH**

**4.1.** Without prejudice to or limitation of the other provisions of these Terms of Use, Touch undertakes to:

- a) provide access to the Tools in accordance with the conditions stipulated in these Terms of Use;
- b) provide and maintain the Tools in their latest current version for the User's use;
- c) update the Tools whenever there is a new approved version, whether due to legislation or constant technical or functional improvements, without the need for prior notice to the User or their approval;
- d) provide the contracted services provided for in the Commercial Conditions, it being possible to obtain additional services by amending the Commercial Conditions, upon payment of the corresponding price;
- e) employ technically qualified professionals in strict compliance with the technical, commercial, and legal rules applicable to the field;
- f) not employ and/or use child labor, as well as not contract and/or maintain relationships with any partners, suppliers, and/or subcontractors that use, exploit, and/or in any way or form employ child labor, under the terms provided for in the ECA – Child and Adolescent Statute, the Digital ECA, and other current legislation.

#### **5. RESPONSIBILITIES AND OBLIGATIONS OF THE USER**

**5.1.** The User is responsible for the veracity of the information provided to Touch during the implementation of the Tools, including during the creation

of the access profiles of its Collaborators through the sharing of their personal data, and, by this act, confirms the veracity of such information.

- 5.2. It is the sole responsibility of the User to install, configure, support, and maintain the equipment necessary for the correct display of the Tools at its facilities (browsers, workstations, network equipment, cables, internet, etc.), within the characteristics and quality procedures recommended by Touch.
- 5.3. It is the User's responsibility to provide software and hardware updates compatible with the update requirements made available by Touch and necessary for the functioning of the Tools.
- 5.4. The User may provide regular feedback to Touch through the appropriate channels regarding possible errors or suggestions for improvements derived from the use of the Tools, in order to contribute to their refinement and technical improvement.
- 5.5. The User is responsible for the payment of the amounts established in item 4 of the Commercial Conditions, according to the forms and conditions established therein.
- 5.6. The User shall be responsible for any abuse, inappropriate application, or any other form of misuse of the Tools by its Collaborators.
- 5.7. **Data recorded and processed by the Tools:** all data recorded and processed by the Tools belong to the User, who assumes full responsibility for the means of acquisition, forms, strategies, and objectives of using such data. The nature of the contracted service is the provision of a computer tool; therefore, all dealings related to the data that will be recorded and processed by the system are the exclusive responsibility of the User, including, among others: acquisition, storage, handling, and disclosure of data to third parties. All policies and processes involved in the processing of personal data or otherwise are defined by and are the responsibility of the User.

**5.8.** Under no circumstances may the User or third parties:

- a) copy, assign, license, sell, reproduce, donate, alienate in any way, transfer totally or partially, under any modality, free of charge or for a fee, temporarily or permanently, the Tools, as well as their modules, parts, manuals, or any information related to them, under penalty of civil and criminal liability;
- b) modify the characteristics of the program(s) or program module(s) that compose the Tools, expand them, or alter them in any way, without the prior and express authorization of Touch;
- c) create programs that may alter, include, or exclude data specified in the Tools' data dictionary, if applicable;
- d) perform reverse engineering or create derivative works of the Tool, under penalty of liability in accordance with the Industrial Property Law and the Computer Program (Software) Law. The existing copyright and reservation of rights notices of the Tools may not be destroyed, hidden, or altered;
- e) provide access to third parties by supplying the password and login of the profiles registered in the Tools;
- f) impersonate another person, company, or institution, under penalty of reporting and liability before the competent authorities;
- g) collect or disclose personal data of collaborators in an undue manner, without prior and express authorization, under penalty of violation of the provisions of the General Data Protection Law (LGPD – Law No. 13.709/2018);
- h) use the Tools to send any types of viruses or files containing any types of viruses (“Trojan Horses”) that may cause damage to their recipient or third parties;
- i) practice any acts that violate any applicable local, state, national, or international law or regulation, or that violate any applicable law regarding the transmission of data from Brazil and/or the territory where the Collaborators reside;
- j) obtain or attempt to obtain unauthorized access to other systems or computer networks connected to the Tool..

**6. TERMINATION OF THE GENERAL TERMS AND CONDITIONS**

6.1. The General Terms and Conditions may be terminated in the following hypotheses:

- a) by Touch, at its sole discretion, in the event of a delay in the payment of the price provided for in the Commercial Conditions that exceeds 30 (thirty) calendar days;
- b) unless defined otherwise in the Commercial Conditions, by either party, 90 (ninety) days after sending a termination notice to the other party, without the incidence of any penalty, and Touch and the User must comply with their obligations provided for in the General Terms and Conditions, including the payment of the price, until the end of said period;
- c) by Touch, with immediate effect and at its sole discretion, if the due payments are not made by the User within a period of up to 15 (fifteen) days from the start date of the suspension provided for in Clause 7 below;
- d) by either party in the event of a breach of any of the clauses of the General Terms and Conditions, when not cured within a period of up to 30 (thirty) days; and
- e) in the event of a request for bankruptcy or judicial or extrajudicial reorganization of either party;

## 7. SUSPENSION OF THE TOOLS

7.1. In the event of a delay of 30 (thirty) days or more in the payment of the price provided for in the Commercial Conditions, Touch may, at its sole discretion, suspend the User's access to the Tools until the payment of the due amounts, including fines and interest, is regularized.

7.2. The suspension provided for in this Clause 7 does not exempt the User from making all due payments, including fines and interest, for the period in which, prior to the suspension, access to the Tools remained available to them.

## 8. CONFIDENTIALITY

8.1. For the purposes of these Terms of Use, the term “**Confidential Information**” means any and all information regarding each party, its affiliates, or

any of its respective businesses, activities, business models, plans, structures, situation (economic or otherwise), prospects and/or estimates, including personal and sensitive data, that such party or any of its affiliates (the “**Disclosing Party**”) discloses, provides, or communicates (whether verbally or in writing, in electronic form, texts, drawings, photographs, graphics, projects, plans, and any other form), through the administrators, directors, employees, business partners, lawyers, accountants, auditors, or consultants of the Disclosing Party (collectively, hereinafter designated as (“**Representatives**”) to the other party or any affiliate of such other party (the “**Receiving Party**”).

8.2. For the purposes of these Terms of Use, information and data, whether personal or not, shall not be considered Confidential Information if they (i) were already in the public domain at the time of the conclusion of this agreement; (ii) were publicly disclosed by third parties other than the Disclosing Party; (iii) were legally obtained by the Receiving Party from third parties other than the Disclosing Party; (iv) are known to the Receiving Party at the time of their disclosure by the Disclosing Party ; and/or (v) whose disclosure is required by request of public authorities or judicial determination.

8.3. Should the Disclosing Party be required, as a result of a request from any governmental or judicial authority, to disclose any Confidential Information, it may do so, provided that it is for the strict purpose of complying with such requirement or request from the governmental/judicial authority in question. In this case, and provided that it is permitted by the requesting governmental/judicial authority, the Disclosing Party shall promptly notify the Receiving Party so that the latter may take the appropriate legal measures to protect the Confidential Information. Without prejudice to the Disclosing Party's right to disclose such Confidential Information without violating the Terms of Use, in the event provided for herein, the parties undertake to cooperate mutually so that the disclosure is made within the strict limits required by such request.

8.4. The Receiving Party undertakes to keep secret any and all Confidential Information received from the Disclosing Party and to make use of it solely for the purpose of complying with the Terms of Use. The Receiving Party also undertakes to ensure that its representatives keep secret any and

any Confidential Information received or obtained from the Disclosing Party and only make use of it within the scope of these Terms of Use, being held responsible for any violation by its administrators, directors, employees, business partners, lawyers, accountants, auditors, or consultants.

8.5. Notwithstanding the expiration or termination of the General Terms and Conditions, the Receiving Party shall observe the confidentiality obligations provided for a period of 5 (five) years counted from the expiration or termination of the General Terms and Conditions.

## 9. SERVICE LEVEL AGREEMENT

9.1. The parties establish a Service Level Agreement (“SLA”), with the rules and indicators for measuring the performance of support services related to the Tools.

9.2. Touch commits to meeting at least 80% of the occurrences forwarded to it by the User each month (“Qualitative SLA”), within the agreed response time for problem severities, whose classification rules are defined in Table 1 of this document. The resolution time is the time elapsed between the opening of the ticket and its closing, excluding the time the ticket was dependent on information or actions from Touch:

TYPE OF SERVICE	SEVERITY	FIRST RESPONSE SLA	SOLUTION/WORKAROUND SLA
Support	1-Impending	1 hour	8 hours
Support	2-Critical	2 hours	48 hours
Support	3-High	4 hours	-
Support	4-Medium	1 day	-
Support	5-Low	3 day	-

- 9.3. The opening of a ticket, for the purpose of starting the resolution time count, shall be characterized by the communication of the occurrence by the User to Touch. Such communication must be carried out via a support e-mail, or another channel defined by Touch, in order to ensure a non-repudiable record of the date and time of communication for control and management. For Severities 1 and 2, active communication via telephone call is necessary, especially if outside of standard service hours.
- 9.4. The resolution time count will be computed taking into account only the hours within the Service Hours range defined in the Commercial Conditions.
- 9.5. Occurrences opened for Touch caused by factors beyond Touch's control that is, for which it is found after evaluation that the cause was not a defect in the Tools will be computed as immediately resolved for the calculation of the Qualitative SLA.
- 9.6. Problems, defects, or limitations of the Tools that are documented as known errors cannot be considered as occurrences for SLA purposes.
- 9.7. For the calculation of the Qualitative SLA, the following will be taken into account: (i) occurrences opened in the month of assessment and resolved in that same month; (ii) occurrences opened in the month of assessment and that have exceeded the resolution time defined in this SLA; and (iii) occurrences opened in the month prior to the assessment and that were not computed in the previous month.
- 9.8. Occurrences caused by force majeure will not be considered as occurrences for SLA purposes. Example: failures of components external to the Tools.
- 9.9. For the assessment of the agreed SLA indicators, the parties agree that **Touch's Jira** occurrence tracking tool will be used, where the User must register all service requests to Touch and where Touch must register all provided services.
- 9.10. Should the User, for any reason, lack access to the occurrence tracking tool, they may, as a contingency, send the service record through another means to Touch, or even register the service in the occurrence tracking tool with a retroactive date once access is re-established.

- 9.11.** If the solution to the occurrence depends on an intervention in any component (hardware or software) of the solution for which the User is responsible, the resolution time will be considered finalized upon the availability of the artifacts to be installed or the communication of instructions for performing the intervention.
- 9.12.** If the solution to the occurrence depends on validation activities performed by the User, the resolution time will be considered finalized upon the availability of the corrective artifacts to be installed or the communication of instructions for performing the validations. If the validation results in non-approval and it is confirmed that the error indeed persists, the occurrence will be reopened.
- 9.13.** An occurrence will be considered resolved, even without the root cause of the problem being diagnosed and/or corrected, if a workaround is proposed that resolves the effects of the problem.
- 9.14.** An occurrence may have its criticality level (and corresponding SLA) reduced, even without the root cause of the problem being diagnosed and/or corrected, if a workaround is proposed that mitigates its effects, so as to characterize the occurrence with a lower severity.
- 9.15.** In defining severity, the following premises must be observed:
- a) Only occurrences in a production environment are considered as severity 1 and 2.
  - b) Occurrences related to performance will only be considered as severities 1 and 2 if they prevent the use of the system (as a whole or essential parts of patient care). Occurrences related to performance in background services, parameterization services, or that cause worsening in use without an impeding impact on routine operations, must be classified as level 3 severity or higher.
  - c) Occurrences related to problems that the User has been living with for more than 1 week cannot be considered as severity levels 1 and 2.
  - d) Occurrences related to problems that do not recur in a production environment and that cannot be reproduced in other environments cannot be considered as severity levels 1 and 2.

**Table 1: Severity Levels Table**

SEVERITY	TYPE	DESCRIPTION	EXAMPLE
1 - Impeding	Operation Block	Finding of a defect that prevents the use of the system in a production environment, hindering the User's essential business operations, without an available temporary solution.	<ul style="list-style-type: none"> <li>• System entirely inoperative;</li> <li>• System inoperative in an essential function, directly related to a vital operation, completely preventing this activity from being performed.</li> </ul>
2 - Critical	Critical Impact	Finding of a defect that prevents the use of the system in a production environment, hindering part of the User's essential business operations, without an available temporary solution.	<ul style="list-style-type: none"> <li>• System operating incorrectly in an essential function, directly related to a vital operation, with a consequent violation of a business rule, without any way to use the system that, even if more laborious, avoids the problem.</li> <li>• System defect causing the provision of incorrect information to the user, generating a risk of making a wrong conduct decision.</li> </ul>
3 - High	Systemic Degradation	Finding of a system defect that impairs the User's essential operations.	<ul style="list-style-type: none"> <li>• System inoperative on some servers without compromising the cluster;</li> <li>• System inability to process some operation scenarios, with an alternative way to do so, even if more laborious;</li> </ul>

4 - Medium	Operation with Failures	Finding of a system defect that adversely affects the User's operations.	<ul style="list-style-type: none"> <li>• Finding that a system component, whose operation is relevant but not impeding to the User's operations, is not functioning according to the respective documentation;</li> <li>• Finding that the main system components are operating with a substantially affected efficiency level.</li> </ul>
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5 - Low	Low Impact	Finding of a system defect that minimally affects the User's operations, which continue to be performed without the need for the implementation of any temporary solution, even though the system is not operating adequately.	<ul style="list-style-type: none"> <li>• Cosmetic problems (relating to appearance or functionalities that do not prevent the main use of the screen);</li> <li>• Problems relating to documentation;</li> <li>• Finding that a system component of low relevance to the User's operations is not functioning perfectly, but without influencing the efficiency of the operations performed by the users.</li> </ul>
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## 10. LIMITATION OF LIABILITY AND MAINTENANCE OF THE TOOL

**10.1.** Notwithstanding the terms defined in Clause 9 above, in no event shall either party be liable to the other for lost profits, or for indirect, special, incidental, consequential, cover, or punitive damages, regardless of the cause, whether in contract, tort, or under any other theory of liability, whether or not the other party has been informed of the possibility of such damages. This disclaimer shall not apply to cases where prohibited by applicable law.

**10.2.** The User acknowledges and agrees that Touch is not responsible, under any circumstances or at any time, for:

- a) failures in the connection ("link") and telecommunications infrastructure provided by the telecommunications company contracted by the User and

in charge of providing the service, without fault on the part of Touch;

- b) unavailability of the Tools due to periodic system maintenance (scheduled or otherwise), manifestations of nature, technical software failures, denial-of-service attacks, increased or fluctuating demand, acts and omissions of third parties, or any other cause beyond Touch's control;
- c) utilization failures or server overload caused by non-optimized use by the User;

- d) failures or any unavailability resulting from the User's local infrastructure, including, but not limited to, connectivity problems, hardware failures or natural wear and tear, server failures, inadequate local configurations, lack of third-party software or firmware updates, antivirus, and other factors that may cause incompatibility with the structure provided by Touch for the operation of the Tools on equipment used by the User and its Collaborators;
- e) emergency interventions arising from the need to preserve server security, intended to prevent or stop the actions of "hackers" or intended to perform security patches, with Touch being authorized to disconnect the server from the internet if necessary;
- f) non-compliance by the User with clauses of the General Terms and Conditions;
- g) shutdowns or restorations of data backups.

**10.3.** Touch may perform updates or changes to the Tools at any time and without the need for prior communication to the User.

**10.4.** The User hereby declares to be aware and in agreement that Touch may suspend the operation of the Tools or any of its functionalities at any time, for an indefinite period, in the event of problems requiring immediate correction, including, but not limited to, cyber attacks, corruption of Touch software, outages in the domain where the Tool is hosted, among others, with Touch being fully exempt from any liability regarding the maintenance of certain characteristics of the Tool, the continuity of its use by the User, or any damages caused to the User by the events highlighted in this clause.

**10.5.** The Parties agree that the Tools are provided "as is," without any additional warranties. The User must evaluate whether the Tools meet their specific needs and is responsible for their use and the results obtained from them.

**10.6.** The Parties declare, acknowledge, and accept that the state of the art does not allow the development of computer programs totally free of vices or defects and, as such, Touch cannot guarantee and in fact does not

guarantee the operation of the Tools in an uninterrupted or defect-free manner. However, the Parties shall observe the principles of objective good faith and their best efforts in order to avoid damages to one another.

- 10.7.** Without prejudice to the other limitations and exclusions provided for in these Terms, and to the maximum extent permitted by applicable law, the total aggregate liability of Touch for any losses, damages, indemnities, fines, costs, or expenses (including attorney's fees), arising out of or related to these Terms, the use of the Tools, or their performance/non-performance, regardless of the nature of the claim (contractual, extra-contractual, strict liability, negligence, risk, or otherwise), shall not exceed, under any circumstances, the total value of the contract, understood as the total amount provided for in the Commercial Conditions for the entire contractual term.

## **11. DISCONTINUITY OF SUPPORT (“END OF LIFE”)**

- 11.1.** Touch may, upon prior notice to the User, discontinue support for a specific Tool, or for a specific functionality or module of a Tool.
- 11.2.** Unless otherwise stipulated in the Commercial Conditions, the prior notice for the discontinuity of a specific functionality or module of a Tool shall be at least 90 (ninety) days, and the prior notice for the discontinuity of a Tool shall be at least 180 (one hundred and eighty) days.
- 11.3.** Touch does not guarantee the provision of customer service, as described in these Terms, for discontinued Tools, functionalities, or modules.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1.** Touch is the sole and exclusive owner of all intellectual property rights of the products resulting, directly and indirectly, from the development, use, customizations, updates, improvements, additions, specifications, and any other

resource related to the Tools, including any and all trademark rights, patents or utility models, computer programs, and copyrights associated with the Tools.

- 12.2.** Violation of the copyrights of the Tools or failure to comply with any of the obligations set forth above will result in cumulative indemnification for material damages, moral damages, and other contractual and/or legal penalties, as well as any other reputational damages caused, to be duly assessed in their scope and extent.
- 12.3.** Under no circumstances may the User (i) remove any copyright notice, trademark right, or other proprietary right notice from any part of the services provided in relation to the Tools; (ii) reproduce, modify (even for error correction purposes), prepare derivative works, distribute, license, lease, sell, resell, transfer, display, broadcast, transmit, adapt, translate, or in any other way exploit the Services, except as expressly permitted by Touch; (iii) decompile, reverse engineer, or disassemble the Tools; (iv) connect, mirror, or frame any part of the Tools; (v) create or launch any programs or scripts for the purpose of scraping, indexing, surveying, or any other form of data mining from any part of the Tools, or unduly burdening or impairing the operation and/or functionality of any aspect of the Tool; or (vi) attempt to gain unauthorized access to the Tools, or impair any aspect of the services or their related systems or networks.

### **13. ANTI-CORRUPTION CLAUSE**

- 13.1.** The parties declare and warrant that they comply and will continue to comply, during the term of the Terms of Use together with the Commercial Conditions, with all applicable laws and regulations related to the prevention and combating of corruption, including, but not limited to, Law No. 12.846/2013 (“Brazilian Anti-Corruption Law”).
- 13.2.** The User and Touch undertake not to offer, promise, pay, authorize, or accept any type of bribe, facilitation payment, or any other undue advantage, directly or indirectly, to any

person, including but not limited to public officials, with the objective of obtaining or maintaining business or any other benefit.

- 13.3.** Any violation of this clause by one of the parties shall grant the other party the right to immediately terminate the General Terms and Conditions, without prejudice to other applicable legal measures.
- 13.4.** The parties undertake to immediately inform each other of any request or offer of a bribe, facilitation payment, or undue advantage that has been received in connection with the General Terms and Conditions.
- 13.5.** The User and Touch undertake to implement and maintain adequate internal policies and procedures to ensure compliance with this anti-corruption clause and applicable laws.

#### **14. COMPLIANCE WITH THE GENERAL DATA PROTECTION LAW**

- 14.1.** The parties agree to comply with all provisions of the General Data Protection Law (Law No. 13.709/2018 – “LGPD”) and its subsequent amendments, as well as the Regulations issued by the National Data Protection Authority (“ANPD”) and the current provisions of the Brazilian Civil Rights Framework for the Internet (Law No. 12.965/2014 – “MCI”) in the processing of personal and sensitive data.
- 14.2.** Touch collects, stores, and uses personal and sensitive data from the User and its Collaborators exclusively for the purposes of contract execution, in compliance with the LGPD, through the implementation of practical and operational measures for its minimization. Touch clarifies that it does not share personal data with third parties without prior authorization.
- 14.3.** Touch qualifies as a data processing agent, in the form of current legislation, acting in the capacity of processor, exclusively according to the instructions and guidelines provided by the Contractor.

- 14.4.** The Contractor declares that it: (i) defines the purposes and legal bases; (ii) provides lawful instructions compatible with the LGPD; (iii) guarantees that it possesses an adequate and legitimate legal ground for all Processing carried out for the provision of services.
- 14.5.** The Contractor implements technical and administrative measures that are adequate and proportional to the risk, including, without limitation: access control based on profiles and MFA; encryption at rest and in transit when applicable; logical segregation of environments; recording and monitoring of logs; vulnerability management; periodic scans; backups, as well as security tests according to the criticality of the processing.
- 14.6.** The Contractor shall maintain an updated security policy, incident management, and periodic training for personnel with access to data.
- 14.7.** The Contractor may engage Sub-processors to support the provision of the SaaS, provided that: (i) it ensures prior notice to the Controller regarding inclusions/substitutions at least 15 days in advance; and (ii) it allows for a reasoned objection by the Controller, seeking a reasonable alternative.
- 14.8.** The Contractor remains legally and contractually responsible for the acts of the Sub-processors regarding this service provision agreement.
- 14.9.** In the event of an international transfer, the Contractor shall ensure that it occurs in accordance with Art. 33 of the LGPD and ANPD regulations, through: (i) approved standard/analogous contractual clauses; (ii) binding corporate rules; (iii) seals/certifications; or (iv) an adequacy decision, as applicable.
- 14.10.** The Contractor shall assist the Controller in meeting the requests of Data Subjects (access, correction, anonymization, portability, deletion, opposition, and review of automated decisions), through specific channels, without unjustified delay and within up to 15 business days after the Controller's request, unless a different period is agreed upon.

**14.11.** The Contractor shall notify the Controller without unjustified delay and, whenever possible, within 48 hours of becoming aware of a Security Incident that may result in relevant risk or damage, detailing: the nature, categories, and volume of affected data, potentially impacted Data Subjects, mitigation measures, and remediation plan.

**14.12.** The Contractor maintains, in compliance with ANPD Resolutions, a Data Protection Officer and a publicly designated Substitute with the following contact channel: [privacidade@touchhealth.com.br](mailto:privacidade@touchhealth.com.br).

**14.13.**

**15. ON THE RESPONSIBLE USE OF ARTIFICIAL INTELLIGENCE IN THE  
PROVISION OF SERVICES**

**15.1.** The Contractor may use, in the provision of the Tool's services and functionalities, Artificial Intelligence ("AI") technologies developed and/or operated by third parties, exclusively to support the operation, performance, security, log analysis, anomaly detection, automation of technical routines, or continuous improvement of the SaaS solution.

**15.2.** The Contractor undertakes not to use generative AI solutions or third-party models for training, fine-tuning, or enriching its own models with any of the Contractor's\* Personal Data, unless with prior, express, and written authorization from the Contractor.

**16. ON THE INTERNATIONAL PROVISION OF SERVICES AND TAX ASPECTS**

**16.1.** For all legal, contractual, and tax purposes, the Parties acknowledge that the services under these General Terms and Conditions are fully provided by Touch within the territory of the Federative Republic of Brazil, where its headquarters, administration, technological infrastructure, servers, technical team, development, maintenance, management, and support of the Tools are located, regardless of the location from which the Tool is accessed or used.

**16.2.** Any use of the Tools in other countries does not change the nature of the service provision, nor does it imply the displacement of taxation, revenue, or profits outside of Brazil.

- 16.3.** The use of the Tools outside of Brazilian territory does not characterize a permanent establishment, branch, subsidiary, or any form of economic presence of Touch abroad.
- 16.4.** The User is responsible for ensuring that the use of the Tools in its jurisdiction complies with the local laws applicable to its activity and its relations with collaborators.
- 16.5.** All revenue, costs, expenses, and profits arising from the provision of services will be fully recognized and taxed in Brazil.
- 16.6.** Any taxes required by foreign tax authorities due to the use of the Tools abroad shall be the sole responsibility of the User.
- 16.7.** When applicable, the provision of services may characterize an export of services, under the terms of Brazilian legislation.
- 16.8.** The User undertakes not to perform tax withholdings abroad on amounts due to Touch, unless expressly required by law.
- 16.9.** For tax interpretation purposes, these Terms shall be governed exclusively by Brazilian legislation.

## **17. GENERAL PROVISIONS**

- 17.1.** These Terms of Use and the Commercial Conditions agreed upon between Touch and the User do not create any link of a labor, corporate, social security, or any other nature between the parties. The parties declare to be fully responsible for the labor relations with their respective employees, expressly recognizing that their partners, agents, employees, or contractors are not employees, agents, or attorneys of the other party.
- 17.2.** Each party is an independent company and neither party has or shall have any power, direct or indirect, or authorization to bind the other, or

to assume or create any obligation or responsibility, express or implied, for the benefit of or on behalf of the other party.

- 17.3.** The User may not assign, transfer, or otherwise dispose of its rights and obligations arising from the General Terms and Conditions, in whole or in part, to third parties without the prior written consent of Touch.
  
- 17.4.** Touch may assign, transfer, or otherwise dispose of its rights and obligations arising from the General Terms and Conditions to any of its affiliates or successors, upon prior notice to the User.
  
- 17.5.** Touch and the User shall not be liable for any failures or delays in the performance of their obligations when arising from acts of God or force majeure, these circumstances constituting exclusions of liability under the terms of Article 393 of the Brazilian Civil Code.
  
- 17.6.** The parties agree that all official communications related to the General Terms and Conditions and any related matters shall be conducted exclusively via electronic mail (e-mail). The official communication e-mail addresses, along with other relevant information, are specified in the Commercial Conditions. Delivery shall be presumed at the time of successful transmission, and any claim of non-reading shall not affect the validity of the communication.
  
- 17.7.** These Terms of Use are governed by and construed in accordance with the Laws of the Federative Republic of Brazil. .
  
- 17.8.** The Courts of the Judicial District of São Paulo, State of São Paulo, are hereby elected as the competent forum to resolve any controversies arising from the use of the Tool by the User, to the exclusion of any other, however privileged it may be.