



SPECIFIC PRODUCT USE AGREEMENT

TORPEDO KITE

1. DEFINITIONS AND TERMINOLOGY

- 1.1.** CUSTOMER(S): Corporate entities that are customers of the VIVO Personal Mobile Service and that hold the Mobile Equipment enabled to receive and/or send "A2P/P2A Text Messages"
- 1.2.** USER(S): Individual/corporate CUSTOMER of VIVO'S CUSTOMER;
- 1.3.** TEXT MESSAGE or SMS: Commercial designation for the VIVO SMS messaging service, with messages entered directly on a cell phone by the user and sent to other cell phones. Short text messages, with up to 147 (one hundred and forty-seven) alphanumeric characters free of diacritical marks, recognized by digital Mobile Equipment.
 - 1.3.1. MO MESSAGE: Designation for "A2P/P2A Text Messages" sent/originated from the Mobile Equipment.
 - 1.3.2. MT MESSAGE: Designation for "A2P/P2A Text Messages" delivered/on CUSTOMER's Mobile Equipment (read or not read by CUSTOMER).
- 1.4.** CHARACTERS: any data, numeric digit, letter of the alphabet, or special symbol.
- 1.5.** MOBILE EQUIPMENT: module or equipment communicating via cellular network, which is able to operate when in movement or stationary in an unspecified location, using a SIM Card with the capability to receive and/or send "A2P/P2A Text Messages"
- 1.6.** A2P Text Message: "Application to Peer," Name given to SMS messaging originating from the application server and going to the mobile terminal.
- 1.7.** P2A Text Message: "Peer to Application," Name given to SMS messaging originating from the mobile terminal and going to the application server.
- 1.8.** ACCESS NUMBER: set of numeric or alphanumeric characters established in a Numbering Plan, allowing for identification of the User and the public use or service terminal connected to same.
- 1.9.** APPLICATION SERVER:

Message service technology integration mechanism.

 - When the customer's application server is integrated with Corporate Torpedo, it sends SMSs through the customer's system.
 - When the Kite Platform is integrated with Corporate Torpedo, it sends SMSs through the Kite web interface.
 - Corporate Torpedo web interface to send SMSs
- 1.10.** SPAM: Practice of sending messages to one or various CUSTOMERS and/or USERS without



FORMAL AUTHORIZATION from same.

1.11. LEVEL 1 SUPPORT: Remote support (phone, e-mail or web), aimed at forwarding the solution to problems found to VIVO or resolving them by providing CUSTOMER with appropriate guidance.

2. OBJECT

2.1. The object hereof is to cover the specific definitions for the CUSTOMER to send and receive "A2P/P2A Text Messages," solely and exclusively to send A2P/P2A messages for interaction between the APPLICATION SERVER and the MOBILE EQUIPMENT using an M2M solution, through the VIVO network and computer systems, hereinafter referred to as SMS SERVICES.

2.2. The exchange of data between VIVO and the CUSTOMER for delivery of the "A2P/P2A Text Messages" will be done through a protocol to be determined by and between the Parties.

3. EXCEPTIONS

3.1. CUSTOMER herein acknowledges full awareness of the conditions to access, use and enjoy the Short Text Message Service offered by VIVO to its CUSTOMERS, as well as that messages can be delivered with a delay or even fail to be delivered, in the event that the CUSTOMER's MOBILE EQUIPMENT is switched off or is outside of VIVO's digital coverage area, as a result of all and any blockage of mobile service, due to the pre-paid service user having an "inactive" status or for any other technical or operational impossibility.

3.1.1. Amounts owed by CUSTOMER to VIVO are considered net debt once the "A2P/P2A Text Messages" have been sent, regardless of whether recipients do or do not receive these messages.

3.1.2. VIVO may not be held liable for losses and damages resulting from unfulfilled and/or unrealized activity, not even if it is untimely or inappropriate, based on failure to receive the "A2P/P2A Text Message(s)."

3.2. CUSTOMER acknowledges and agrees that as the result of verifying some events mentioned in Clause 3.1 above, the delivery time for "A2P/P2A Text Messages" may exceed a few hours, with the exception of circumstances where delivery of the "A2P/P2A Text Message" is impossible, according to the situation.

3.3. VIVO is not responsible for demands, grievances, complaints and judicial actions of any type or nature in relation to the content of "A2P/P2A Text Messages."

3.3.1. Any responsibility for content to be acquired with authorizations obtained through authorization processes, made by using the "A2P/P2A Text Messages" will be borne by CUSTOMER, which herein fully undertakes this liability, for legal purposes, in an irrevocable, unrestricted and unconditional manner.

3.4. VIVO is not responsible for demands, grievances, complaints and judicial actions of any

type or nature in relation to the type of use of "A2P/P2A Text Messages" in any applications and/or services developed by CUSTOMER.

- 3.5.** Only the first 160 (one hundred and sixty) alphanumeric characters of the "A2P/P2A Text Message," including header, will be sent to CUSTOMERS by VIVO.
 - 3.5.1. CUSTOMER acknowledges herein that the number of characters able to be received depends on the CUSTOMER'S model of Mobile Equipment.
- 3.6.** In the event that service is blocked due to default by CUSTOMER, the service object hereof will be reestablished within 1 (one) business day after proof of settlement of the debt by the CONTRACTOR.
- 3.7.** Construction, creation, provision and/or adaptation of mechanisms to send messages directly from one Site (logical location available on the Internet, accessible through an electronic address) to a piece of MOBILE EQUIPMENT is prohibited, under penalty of immediate cancellation hereof and the sanctions set forth in Clause 5.3.3.2 below.
- 3.8.** It is prohibited to use any MOBILE EQUIPMENT as a means for sending multiple SMSs, regardless of recipient (including but not limited to CUSTOMERS, employees of the COMPANIES and third parties - Users), under penalty of immediate cancellation hereof and the sanctions set forth in Clause 5.3.3.2 below.
- 3.9.** VIVO may change some delivery parameters for "MT Messages," including but not limited to: expiration time of the "MT Message," delay in processes that were originally immediate, message volumes per second in seasonal periods, periods of silence from CUSTOMERS, the system, etc. This may occur at any time and whenever VIVO assumes that the CUSTOMER's requirements may somehow diminish the performance of its infrastructure and platforms.
- 3.10.** Operating instructions to use the service are detailed in specific technical documents, to be provided to CUSTOMER in technical manuals.

4. VIVO OBLIGATIONS

- 4.1.** VIVO's obligations are as follows:
 - 4.1.1. Not to cut off and/or modify content in the TEXT MESSAGE, unless it is the result of excessive characters and/or use of diacritical marks.
 - 4.1.2. Install firewalls and security devices on its Network, following the technical standards adopted by the market, in order to prevent unauthorized access by any third parties to the network and/or systems involved in providing the services object hereof.
 - 4.1.2.1. Notwithstanding the provisions of the Clause above, VIVO will not be responsible for interception of SMS SERVICES that may be sent as a result of Value Added Services when same are trafficked outside of VIVO networks.

- 4.1.3. Supply, define and/or indicate the technology integration mechanism for the message service, to identify and authenticate access by CUSTOMER, according to the situation, to the Platform to send/receive "A2P/P2A Text Messages" from VIVO.
 - 4.1.4. Establish, designate and maintain, if applicable, an Access Number for interaction with CUSTOMERS, so that these CUSTOMERS will send their messages in order to interact with CUSTOMER, in addition to providing logical access to this resource for integration between both Parties' systems.
- 4.2.** VIVO is not responsible for any failure to receive TEXT MESSAGES based on the occurrence of any event or situation that impedes said activity, such as: permanent or temporary lack of coverage or coverage degradation, due to equipment failure or power or transmission failure; or as the result of mobile service blockages, under the inactive status for a Pre-Paid System user, suspension at customer request (not originating or receiving calls) recipient in analog coverage area, recipient with mobile equipment switched off or recipient outside of the VIVO coverage area, recipient holding an analog mobile station or any other technical impossibility.
- 4.2.1. VIVO may not be held liable for losses and damages resulting from unfulfilled and/or unrealized activity or activities, based on failure to receive the TEXT MESSAGES.

5. CUSTOMER OBLIGATIONS

- 5.1.** CUSTOMER obligations are as follows, without damage to the specific obligations herein:
- 5.1.1. Not to send "A2P/P2A Text Messages" to VIVO CUSTOMERS using infrastructure and/or computer systems belonging to carriers competing with VIVO.
 - 5.1.2. CUSTOMER is entirely responsible for the content of texts contained in "A2P/P2A Text Messages" delivered to VIVO, entered and/or created by CUSTOMER and/or by third parties, and is liable for their content in and out of court, thereby unconditionally exempting VIVO from any joint or several liability, for all and any demands, grievances, claims and judicial actions of any kind or nature, as related to the services that CUSTOMER is responsible for supplying, including CUSTOMER complaints in the event that CUSTOMER information of a confidential nature is disclosed.
 - 5.1.3. Take full responsibility for the content of "A2P/P2A Text Messages" sent by CUSTOMERS, guaranteeing VIVO that the texts and/or content of the "A2P/P2A Text Messages" are not in violation of any third-party intellectual property rights, regardless of country, brands, trade secrets or other third-party rights, including in relation to development and application of computer systems used, nor are they in violation of any legal provision, keeping VIVO informed and safeguarded from any future question or dispute regarding the provisions of the clause above, through which VIVO is excluded from both joint and several liability, with CUSTOMER responding in and out of court, thereby unconditionally exempting

VIVO of any joint or several liability, for all and any demands, grievances, claims and judicial actions of any type or nature concerning matters related hereto.

- 5.1.4. Self-identification in VIVO systems, done through the specific MESSAGE SERVICE TECHNOLOGY INTEGRATION MECHANISM, observing the provisions of Clause 4.1.3 above.
- 5.1.5. Inform VIVO, if necessary, of the IP address to which "A2P/P2A Text Messages" sent to and for CUSTOMERS should be forwarded.
 - 5.1.5.1. Proposed modifications should be submitted to VIVO 30 (thirty) days in advance in order to receive prior approval from VIVO.
- 5.1.6. Undertake to keep data and/or information related to the MESSAGE SERVICE TECHNOLOGY INTEGRATION MECHANISM confidential, provided according to Clause 4.1.3 above, exempting VIVO for any liability for any fraud that may occur as a result of leaking and/or unauthorized access to this data and/or information, forthwith committing to bear all damages and costs inherent to unauthorized use of the MESSAGE SERVICE TECHNOLOGY INTEGRATION MECHANISM until a call is opened with VIVO to modify this identification and authorization data, as needed.
- 5.1.7. Undertake to correctly complete the SMS Use Project Information Form, as requested by the VIVO sales executive, submitting a copy of same to therefore establish the connection with VIVO systems.
- 5.1.8. Provide, as needed and upon request by VIVO, all security and protection mechanisms, such as a firewall, virtual private networks (VPN), data encryption through the use of certification organizations, public and private keys (PKI).
- 5.1.9. Be responsible for the content of services, even if provided by third parties that have a commercial relationship with CUSTOMER, with the purpose of providing SMS SERVICES, always complying with legal restrictions, particularly ownership and property rights, with ethics and with applicable customs, as well as with any commercial operations or others services contracted by VIVO CUSTOMERS, responding severally, within the limits of the limited liability, provided fault is found, for all damages caused to VIVO and to VIVO CUSTOMERS, including reimbursing VIVO for indemnities ordered paid judicially and extrajudicially;
- 5.1.10. Hold or be licensed to hold all copyrights for the SMS SERVICES that are the object hereof, complying with all legal provisions and under all circumstances and at all times keeping VIVO harmless and exempt of any liability in relation the CUSTOMER or third parties regarding rights, licensing or copyright and intellectual property rights concerning the SMS SERVICES provided by CUSTOMER;
- 5.1.11. Warrant to VIVO that execution hereof does not represent a breach of any legal provision or violation of third-party intellectual property rights, no matter the domicile of these third-parties, brands, trade secrets or other third-party rights, keeping VIVO informed and safeguarded from any future dispute in relation to the provisions herein, through which VIVO is exempt from both joint and several

liability;

- 5.1.12. Exempt VIVO of all liability in relation to VIVO CUSTOMERS for unauthorized access to SMS SERVICES conveyed while third parties are providing services, with unauthorized access being understood as access made using means other than those agreed upon by and between the Parties and included herein, provided that said accesses are made outside of the VIVO operating environment, with CUSTOMER being fully responsible for disclosing diligence to be taken by the employees, subcontractors or representatives responsible for updating and sending the SMS SERVICES to VIVO and/or for any illegal use of the network by employees, subcontractors or representatives of the CUSTOMER;

5.2. CUSTOMER will neither create nor convey to VIVO or to CUSTOMERS any information which:

- (i) Is false or leads to dubious interpretations;
- (ii) Invades third-party privacy or is in any way prejudicial to third parties;
- (iii) Promotes, in any way, racism against minority groups or any form of political or religious fanaticism, discriminating against groups of people or ethnic groups;
- (iv) Is obscene;
- (v) Violates third-party rights, including but not limited to intellectual property rights and/or creation and sending of unsolicited (SPAM) or unfounded "A2P/P2A Text Messages."
- (vi) Mentions any kind of advertising;
- (vii) Is in some way prohibited or not recommended for a certain age group, unless previously requested or authorized by VIVO, in writing, which will be responsible for creation of the information channel in which same is being distributed, in a differential manner;

5.3. CUSTOMER is prohibited from the following:

- 5.3.1. CUSTOMER forthwith fully and irrefutably acknowledges that the projects involving FINANCIAL TRANSACTION SMS, MARKETING SMS, ADVERTISING SMS, ADDITIONAL SERVICES VIA SMS, AWARDS VIA SMS are not the object hereof and are therefore automatically refused.
- 5.3.2. Use of the object hereof to send SPAM:
- 5.3.2.1. CUSTOMER is prohibited, under all circumstances, from sending "A2P/P2A Text Messages" characterized as SPAM.
 - 5.3.2.2. Failure to comply with this provision will subject CUSTOMER to payment of a non-compensatory penalty in the amount of R\$10,000.00 (ten thousand Brazilian reals), per "A2P/P2A Text Messages" sent per recipient, regardless of content, without damages to losses and damages

resulting therefrom, and moreover, at the discretion of VIVO, possibly resulting in unilateral termination hereof without the need to provide prior notice.

5.3.3. Use of the object hereof to send CELL PHONE ADVERTISEMENTS:

5.3.3.1. CUSTOMER is completely prohibited from sending "A2P/P2A Text Messages" containing advertisements or information or that in any way allow for presentation of: (i) telephone companies that are VIVO competitors, and (ii) companies with similar social activity to VIVO, including any ad or offer of products and/or services from these companies, (iii) or any conduct that leads a VIVO CUSTOMER to migrate to another competing carrier.

5.3.3.2. Failure to comply with this provision will subject CUSTOMER to payment of a non-compensatory penalty in the amount of R\$10,000.00 (ten thousand Brazilian reals), per "A2P/P2A Text Messages" sent per recipient, regardless of content, without damages to losses and damages resulting therefrom, and moreover, at the discretion of VIVO, possibly resulting in unilateral termination hereof without the need to provide prior notice.

5.3.4. Subcontracting of companies with the intent to provide SMS connections and/or interconnections is strictly prohibited, including but not limited to Personal Mobile Services carriers, SMS Integrators and the like.

5.4. Subcontracting of the services that are the object herein is strictly prohibited.

5.4.1. For the purposes hereof and all of the rules applied hereto, subcontracting is defined as the use of the object hereof as any type of service provided to third parties, whether to resell text message services per se, as well as, without limit, using the object as an integral part in other products and/or services sold by CUSTOMER;

6. PRICE AND FORM OF PAYMENT

6.1. CUSTOMER will pay VIVO for the service object hereof the amounts for MESSAGES sent, according to the prices set forth in the ADHESION AGREEMENT FOR THE GENERAL CONDITIONS FOR CONTRACTING THE PLAN - VIVO KITE.