

**COLOCATION  
AND OTHER SERVICES AGREEMENT**

By means of this Private Instrument, the companies qualified below - hereinafter jointly referred to as "Parties" or, when individually referred to, "Party":

- I OI S.A. – UNDER JUDICIAL REORGANIZATION**, a Corporation with its head office located in the City and State of Rio de Janeiro, at Rua do Lavradio, nº 71, 2º andar, Centro, ZIP CODE 20230-070 and enrolled with the National Register of Legal Entities of the Ministry of Economy (CNPJ/ME) under No. 76.535.764/0001-43, herein represented pursuant to its Bylaws ("Oi");
  
- II TELEMAR NORTE LESTE S.A. – UNDER JUDICIAL REORGANIZATION**, a Corporation with its head office located in the City and State of Rio de Janeiro, at Rua do Lavradio, nº 71, 2º andar, Centro, ZIP CODE 20230-070 and enrolled with the CNPJ/ME under No. 33.000.118/0001-79, represented pursuant to its Bylaws ("TMAR");
  
- III BRASIL TELECOM COMUNICAÇÃO MULTIMÍDIA S.A.**, with its head office located at Avenida Nações Unidas, 12.901, 27º andar, conjunto 2701, Torre Oeste, Chácara Itaim, in the City of São Paulo - SP, enrolled with the CNPJ under No. 02.041.460/0001-93, herein represented pursuant to its Bylaws ("BTCM"); and
  
- IV OI MÓVEL S.A. – UNDER JUDICIAL REORGANIZATION**, a closed corporation enrolled with the CNPJ under No. 05.423.963/0001-11, with its head office and principal place of business located at Setor Comercial Norte, Quadra 3, Bloco A, Edifício Estação Telefônica, térreo (parte 2), Brasília - DF, ZIP CODE 70.713-900, herein represented pursuant to its bylaws ("Oi Móvel")

all of them (Oi, TMAR, BTCM and Oi Móvel) hereinafter jointly referred to as "Sellers".

- II. DRAMMEN RJ INFRAESTRUTURA E REDES DE TELECOMUNICAÇÕES S.A.**, a Corporation with its head office located in the City and State of Rio de Janeiro, at Rua do Lavradio, nº 71, salas 201 e 801, Centro, ZIP CODE 20230-070, enrolled with the CNPJ/ME under No. 35.980.592/0001-30, represented pursuant to its Bylaws

hereinafter referred to as CONTRACTOR

Whereas **CONTRACTOR** is fully aware that **CLIENT** is under Judicial Reorganization supervised by the 7th Business Court of the Judicial District of the Capital City of the State of Rio de Janeiro;

Whereas **CLIENT** is financially capable of complying with all obligations set forth in this Agreement

The parties resolve to enter into this **COLOCATION AND OTHER SERVICES AGREEMENT** (“**Agreement**”), according to the following clauses and conditions:

**DEFINITIONS:**

**Data Center:** **CONTRACTOR**'s real property structure wherein the physical space (“**Spaces**”) will be leased by **CLIENT** to store **Client's Equipment**:

**DC SIG:** SIG Data Center in Brasília, located in SIG Quadra 2 Lote 470 a 520, Setor De Industrias Gráficas, Brasília – DF, ZIP CODE 70610-420

**DC SCN:** SCN Data Center in Brasília, located at SCN Quadra 03 Bloco A Lote F - 1º Subsolo, Asa Norte, Brasília – DF, ZIP CODE 70710-500

**DC SPO:** Data Center in São Paulo, located at Av. Guido Caloi, 1000 – Edifício 7, Jardim São Luiz, São Paulo – SP, ZIP CODE 05802-140

**DC CTA:** Data Center in Curitiba, located at Travessa Teixeira de Freitas, 75, São Francisco, Curitiba – PR, ZIP CODE 80410-040

**DC PAE:** Data Center in Porto Alegre, located at Rua Engenheiro Afonso Cavalcanti, 100, 3º andar, Bela Vista, Porto Alegre – RS, ZIP CODE 90440-110

Jointly referred to as **Data Centers**

**Equipment:** Any asset designated by **CLIENT** (computers, software and other tangible and intangible assets) placed at **CLIENT**'s area as itemized in the respective Service Authorization;

**Colocation:** availability of Spaces – according to **Exhibit III** –, by **CONTRACTOR** to **CLIENT**, so that the latter may house and operate its Equipment;

**Connection:** Services identified in **Exhibit V**;

**Complementary Services:** any and all services that complement the **Colocation and Connection Services**, which will be provided according to previous written request made by **CLIENT**, provided that expressly accepted in writing by **CONTRACTOR**, upon additional compensation agreed on between the Parties;

**User:** Individual or legal entity that uses the services or access information of **CLIENT** stored in the Data Center.

1) **PURPOSE**

1.1 - The purpose of this Agreement is the provision of **Colocation** services, by **CONTRACTOR** to **CLIENT**, in the take-or-pay modality, which consist in:

(i) services providing spaces at **CONTRACTOR**'s facilities ("**Spaces**") to house **CLIENT**'s Equipment, to be kept and operated by **CLIENT** pursuant to this Agreement ("**Services**"). Individualization of the Equipment will happen through equipment listed in Exhibit IX and, for new facilities, through tax documentation regarding equipment movement into and out **CONTRACTOR**'s head office; and

(ii) other Services Aggregated to the Equipment ("**Other Services**"), as described in the respective Service Level Agreements (Exhibit VI).

1.2 - The Spaces will be exclusively used to house **CLIENT**'s Equipment so that it may provide its telecommunication, value-added, information technology services and other services directly related to the purpose of this instrument, within the limits of its respective authorizations, as required by law, it being not permitted any other use.

1.3 - The following Exhibits are made a part of this instrument, provided that duly executed by the Parties:

Exhibit I	Description of the Services
Exhibit II	Price Schedule and Payment Terms
Exhibit III	Physical Safety and Fire Detection/Firefighting Conditions
Exhibit IV	Data Center Infrastructure Specifications
Exhibit V	Transmission Area Infrastructure specifications
Exhibit VI	Colocation services specifications
Exhibit VII	Service Level Agreement - "SLA"
Exhibit VIII	Confidentiality Instrument for Individuals and Legal Entities (Template)
Exhibit IX	Client's Equipment installed at the Data Centers <sup>1</sup>

## 2) **EQUIPMENT INSTALLATION, OPERATION AND MAINTENANCE**

2.1 - **CLIENT** will be responsible for the performance and for the costs of: (i) acquisition of the **Equipment**; (ii) transportation of the **Equipment** to the **Spaces** and its delivery; (iii) installation, setup and operation of the **Equipment**; (iv) maintenance and insurance (to be defined) of the **Equipment**; and (v) removal of the **Equipment** from the **Spaces** within up to 60 months counted as from the date of termination of this Agreement, at its expenses.

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<sup>1</sup>To be included on the execution date.

2.2 - Previously to any installation, **CLIENT** shall submit in writing its needs regarding Installation of the Equipment in the Spaces ("Installation Project") for **CONTRACTOR**'s approval. In emergency events, **CLIENT** may directly install equipment, provided that such installation does not affect **CONTRACTOR**'s service provision to other clients, informing **CONTRACTOR** within a short term and directly bearing with all additional related costs.

2.3 - Remote and physical access to the **Equipment** installed at the Spaces dedicated to **CLIENT** will be free for **CLIENT** to perform its operation in the 24x7 modality (24 hours per day, 7 days in the week).

2.4 - **CONTRACTOR** shall guarantee that delivery/removal of **Equipment** will be performed with **CLIENT**'s supervision. **CLIENT** shall keep the inventory of hosted **Equipment** updated and shall make it available to **CONTRACTOR** whenever requested by the latter.

2.4.1 - **CONTRACTOR** will not be liable for non-delivery/removal of **Equipment** in the event of **CLIENT**'s failure to supervise the process.

### **3) LOGICAL CABLING AND DATA CIRCUIT CONNECTIONS TO THE EQUIPMENT**

3.1 - To make the connection of any logical cable or data circuit to the **Equipment** installed at the Spaces, **CLIENT** shall previously submit the information for performance of feasibility study by **CONTRACTOR**, which reserves the right to review any of **CLIENT**'s requests and reasonably refuse such requests in the event of technical unfeasibility. .

3.1.1 - Any connections performed by **CLIENT** in its **Equipment** allocated at the Spaces will be under **CLIENT**'s responsibility. If **CLIENT** needs to perform emergency connections, it undertakes to notify **CONTRACTOR** about all alterations to connections of its **Equipment** within up to 72 hours after the event, as well as undertakes to directly bear with all additional related costs, and such emergency connections may not interfere with the provision of services by **CONTRACTOR** to other clients.

#### 4) SERVICE LEVELS

4.1 - **CONTRACTOR** acknowledges and agrees that the **Equipment** under maintenance coverage herein contracted are key to **CLIENT**'s activities. For such reason, **CONTRACTOR** guarantees compliance with the Service Levels per piece of equipment, as established in **Exhibit VI**.

4.2 - In the event of non-compliance with the Availability Levels, as provided for in **Exhibit VI**, **CONTRACTOR** will be subject to the sanctions set forth in the referred to Exhibit.

4.3 - **CONTRACTOR** guarantees to **CLIENT** that the Services will meet the Compliance Levels mentioned in **Exhibit VI**, under penalty of the sanctions stipulated in the same **Exhibit VI**. For the purposes of this Clause, the mean time to repair will comprise the time of response to the Ticket, added to the time to repair the **Equipment**, and such period will be recorded by **CLIENT**.

4.4 - The Service Levels will be verified in the periodicity mentioned in **Exhibit VI**, without prejudice to **CLIENT**'s right to assess the compliance with the Service Levels at any time, promoting the conduction of a due diligence, at its expenses, during which it will be verified compliance with the Service Levels on the thirty (30) days immediately previous to such due diligence. In such event, if non-compliance with the Service Levels agreed upon in **Exhibit VI** is verified and proven, **CLIENT** will have the option to apply the penalties set forth in the referred to **Exhibit**.

#### 5) CONTRACTOR'S OBLIGATIONS

5.1 - **CONTRACTOR** shall provide the services subject-matter of this agreement at the minimum occupancies defined in Clause 10.1.

5.2 - Without prejudice to the other provisions of the **AGREEMENT**, **CONTRACTOR**, on its own behalf or on behalf of third parties, undertakes to:

(i) perform in strict compliance with the laws in force and with the provisions of this Agreement, providing a technical team of specialized professionals, in the appropriate quantity and with compatible technical knowledge level, guaranteeing the quality of the Services, selecting one of such professionals as its representative for all matters involving the provision of the Services;

(ii) use, upon provision of the Services subject-matter of this Agreement, qualified and experienced professions. **CLIENT** will have the right to request replacement of any professional allocated by **CONTRACTOR** for the provision of the services. In such case, **CONTRACTOR** will perform the requested replacements within up to thirty (30) days after request;

(iii) appoint two (2) of its representatives as Managers responsible for the performance of its services and for the daily relationship with **CLIENT**, with one (1) of them being an executive manager responsible for the commercial relationship within the scope of the

Agreement, and one (1) of them being an operating-technical coordinator manager who will respond for all technical and operating aspects of the provision of the Services;

(iv) care for the **Equipment** owned by **CLIENT** installed and kept at its premises, not allowing, in any event, the use of such equipment without **CLIENT**'s express authorization

(v) provide **CLIENT** with reports and documents in the periodicity defined in Exhibits VI and VII and in accordance with such exhibits, as well as monthly technical reports indicating and informing the provided Services, the service conditions and the measures necessary for the appropriate operation of the Equipment;

(vi) immediately inform **CLIENT** about any occurrence that may, somehow, significantly damage or interfere in the regular and correct provision of the Services;

(vii) provide ID badges to its employees and partners for access to **CLIENT**'s premises to provide **CONTRACTOR**'s maintenance services on the **Equipment**;

(viii) submit to **CLIENT**, within up to three (3) months counted as from the date of this contracting, the "ITIL Foundation Certification" (\_\_\_\_) regarding **CONTRACTOR**'s manager responsible for the performance of the services herein contracted;

(ix) submit to **CLIENT**, whenever requested and within the term indicated for it, the proofs related to the tax collections and charges arising from this contracting; and

(x) submit to **CLIENT**, upon contracting or whenever reasonably and justifiably requested, a copy of the Debt Clearance Certificate - CND issued by the Brazilian Social Security Institute (INSS), Clearance Certificate of the Unemployment Compensation Fund (FGTS) issued by Caixa Econômica Federal, Federal Tax Clearance Certificate issued by the Federal Revenue Office, as well as the Certificate of Overdue Tax Liability issued by the Office of the Attorney's Office for the Federal Treasury.

5.3 - **CONTRACTOR** represents to be aware of the fact that **CLIENT** may make reasonable changes to the operating process over the term of this Agreement. In such event, and if such is the case, the changes to be implemented will be established by mutual agreement with **CONTRACTOR**, which may not refuse the changes without justification. If there is any cost for **CONTRACTOR** related to the operating change process, it shall be approved by **CLIENT** previously to any change.

5.4 - **CONTRACTOR** shall also:

(i) keep the space at its premises intended to house **CLIENT**'s **Equipment** in appropriate conditions, not allowing, in any event, the use and/or handling of such **Equipment** for purposes different from the purposes herein;

(ii) adopt all safety measures necessary for the protection of the **Equipment** installed and kept at **CONTRACTOR**'s premises, reimbursing **CLIENT** from losses arising from the inappropriate use of the equipment, as well as in the event of damages to the Equipment or theft or robbery, with such reimbursement being limited to the equivalent amount.

(iii) provide for, at its own expenses, insurance of the building wherein **CLIENT**'s Equipment is located;

(iv) provide **CLIENT**, within up to five (5) business days as from request, with a copy of the insurance policies which shall contain the conditions and respective insured amounts (hereinafter referred to as "**Policies**"). **CONTRACTOR** also undertakes to submit the renewed Policies to **CLIENT** previously to termination of their terms; and

(v) allow access of people designated by **CLIENT** to the Space, provided that identified.

5.5 - In view of the foregoing, **CLIENT** may request contingency tests that may be performed after the respective budget approval for such purpose submitted by **CONTRACTOR**.

## 6) **CLIENT'S OBLIGATIONS**

6.1 - Without prejudice to the other provisions of this agreement, **CLIENT**, on its own behalf or on behalf of third parties, undertakes to:

(i) not to begin any activity using the **Equipment** without having previously obtained all necessary authorizations before the competent authorities, including — and if such is the case — before the Brazilian Telecommunications Agency – ANATEL;

(ii) respect the provisions of the Exhibits;

(iii) only connect equipment certified or homologated by ANATEL, provided that the referred to connection is directly related to the purpose of the **AGREEMENT**;

(iv) all software used by **CLIENT** shall be licensed before its owners for the use set forth in this **AGREEMENT**;

(v) perform in strict compliance with the laws in force and with the provisions herein;

(vi) use, upon management of the provision of the services subject-matter of this Agreement, qualified professionals experienced in such services.

(vii) appoint one (1) representative as operating-technical coordinator manager responsible for the daily relationship with **CONTRACTOR**;

(xiii) (sic) care for the real properties, equipment and other assets used by or belonging to **CONTRACTOR**, it being not allowed, in any event, the use of such assets without the express provision herein or **CONTRACTOR**'s authorization;

(x) (sic) immediately inform **CONTRACTOR** about any occurrence that may, somehow, significantly damage or interfere in the regular and correct provision of the Services;

(xi) ensure that its professionals and partners use the ID badges for access to **CONTRACTOR**'s premises, observing **CONTRACTOR**'s operating and safety rules;

(xii) hold harmless and promptly indemnify **CONTRACTOR** against any direct or indirect liability of tax, labor and/or social-security nature attributable to **CLIENT** in relation to legal and contractual obligations of any nature set forth herein, whether they are equity or moral, also including regulatory liabilities and/or those related to its employees and representatives, whether outsourced or not;

6.2 - **CLIENT** represents that it has and undertakes to keep all licenses and contracts necessary for the provision of its services, and it may provide **CONTRACTOR** with copies of such documents upon request, except for those documents with confidentiality clause; if it provides value-added services, and it shall only use telecommunication service providers owning licenses granted by ANATEL.

6.3 - **CLIENT** represents that all its pieces of Equipment installed at the Spaces are under its legal ownership or possession and that they will remain duly licensed, free and clear from any burdens and encumbrances until termination of the contracted Services, fully assuming liability for any damages or losses of any nature that may be directly caused to **CONTRACTOR** or to third parties.

6.4 - **CLIENT** shall keep and protect its network, avoiding invasion and interference by third parties, preserving its data, information, software and hardware resources.

6.5 - **CLIENT** shall have and keep all licenses, authorizations and contracts necessary for the availability or creation of the content stored at the Data Centers for all legal purposes.

6.5.1 - In the event **CONTRACTOR** requests information about the content involved in **CLIENT**'s activities for the purposes of internal surveillance, internal or external due diligence, by operation of court decision or decision by an administrative entity, **CLIENT**, using its best efforts, may provide copies of the relevant documents.

6.6 - Whenever requested by **CONTRACTOR**, **CLIENT** shall promptly provide the technical specifications necessary for activation of the Services, in accordance with the project needs, it being not attributable to **CONTRACTOR** any liability upon occurrence of delays in activation of the services arising from absence of such information.

6.7 - **CLIENT** shall allow, upon agreement between the parties and previous notification — which may not be unreasonably refused by **CLIENT** —, performance of inspection, installation, operation and maintenance of the contracted Services, if applicable or as a safety measure identified by **CONTRACTOR**.

6.8 - **CLIENT** undertakes not to use illegal, irregular content in violation of the morals, the good customs and the best practices, particularly:

6.8.1 - Keep its equipment necessary for the use of the Services in operating conditions, as well as promoting the safety measures necessary for the protection of its equipment, systems, software and files against undue use and non-authorized access by other Internet users;

6.8.2 - Not to use **CONTRACTOR**'s infrastructure for illegal purposes or keep, transmit or obtain material in non-compliance with the Brazilian laws, or obtain information about



third parties, particularly e-mails, without owner's consent, or obtain software or information of any nature backed by privacy protection laws or intellectual property laws, except if it has the respective licenses and/or authorizations, or violate information security systems of third parties, obtain non-authorized access to computer networks connected to the Internet;

6.8.3 - Not to adopt, keep or transmit any content and/or messages that are offensive, threatening, abusive or contrary to the morals and the good customs, as well as not to practice any act that may damage the other Internet users, or, also, distribute, transmit or send messages to entities or people that have not expressly requested such messages (also known as "spamming").

6.9 - The Parties represent to be aware that the service subject-matter of this agreement does not constitute telecommunication service.

6.9.1 - **CLIENT**, if it is a telecommunication service provider, represents to be authorized to enjoy Data Centers subject-matter of this agreement for the provision of telecommunication services to third parties, in accordance with the regulations published by ANATEL.

6.9.2 - **CLIENT** represents to be aware that the provision of telecommunication services, which may be contracted as a result of this agreement, will be subject to the terms and conditions agreed upon in the respective instruments, as well as to the principles and penalties established in Law No. 9,472/97 (General Telecommunications Law) and other applicable regulations, undertaking to, upon evidence, reimburse **CONTRACTOR** for the damages incurred in the event of its violation.

6.9.3 - **CLIENT** also represents to be aware that the unlawful provision or irregular resale of telecommunication services constitutes criminal offense provided for by articles 183 and 184, sole paragraph of Law No. 9,472/97. Such conducts will give rise to immediate termination to this Agreement.

6.9.4 - **CLIENT**, if it is a telecommunication service provider, represents to be aware that the irregular provision of the service does not remove the application of occasional administrative sanctions imposed by the regulations.

6.10 - In the cases of transportation, maintenance and technical-physical repairs of the equipment owned by it, for any purpose, **CLIENT** will be exclusively liable for the damages and costs of such operations.

6.11 - **CLIENT** undertakes to reimburse **CONTRACTOR** for the evidenced amounts the latter may have spent as a result of the illegal or non-authorized use of the software, including, among others, any indemnities to third parties assessed after the due legal proceeding, as well as the cost of transportation of the equipment, upon **CONTRACTOR**'s notification identifying the poor use within a term to be agreed upon by the parties.

6.12 - **CLIENT**, upon conclusion of this Agreement or in the event of early termination, undertakes, at its own risk, to remove such equipment from **CONTRACTOR**'s premises without any burden for the latter.

## **7) COMMON OBLIGATIONS OF THE PARTIES**

7.1 - The following are common obligations of the Parties, in addition to other obligations provided for hereunder:

7.1.1 - Individually respond for their respective labor and social security obligations regarding their employees and bear all federal, state or municipal taxes accruing or that may accrue on their respective activities.

7.1.2 - Immediately communicate to the other Party any abnormalities or relevant changes detected upon the use of the Space that may affect the other Party, and it shall formalize the information within up to seventy-two (72) hours after communication to the other Party.

## **8) NO RELATIONSHIP**

8.1 - The Parties acknowledge and represent that this AGREEMENT and/or the compliance with the obligations herein set forth do not establish any kind of employment relationship between the Parties and the managers, agents, advisers, consultants, employees, or service providers of the other Parties (so understood any and all people under the responsibility of a Party), and each Party will be exclusively liable for all costs and expenses with its personnel (including, among others, charges arising from the applicable laws, whether of labor, social-security, tax, insurance nature or any other).

8.2 - The Parties acknowledge and represent that this AGREEMENT and/or the compliance with the obligations set forth herein do not establish any joint liability, agency and/or corporate relationship between the Parties.

8.3 - In view of the provisions above in this clause, each party hereby exempts the other from any liability that may be attributed to it as a result of actions or complaints of labor, social-security or insurance nature filed by its Representatives allocated in the provision of the Services or by the competent authorities — regarding the latter, due to their activities.

8.4 - The Parties also undertake to indemnify the non-infringing party that incurs expenses due to such actions or complaints and/or deficiency notice by means of due evidence and previous consent regarding the amounts that will be used in this situation.

## 9) TERM OF EFFECTIVENESS

9.1 - This agreement will be effective for the term of sixty (60) months, counted as from the date of execution of this instrument, with an automatic renewal of additional sixty (60) months, if termination of the agreement is not communicated by **CLIENT** at least thirty (30) days before the end of the term of effectiveness of this instrument.

9.2 - In view of the nature of the provided services, the parties shall begin the negotiations regarding the extension of this contracting one hundred eighty (180) days in advance, counted as from the date provided for its conclusion.

9.3 - If no renewal occurs, in view of the purpose of this AGREEMENT, the Parties will only be exempted from the contractually assumed responsibilities upon transfer of **CLIENT**'s Equipment to another location. The concerned transfer shall occur within a maximum term of sixty (60) months counted as from the date of termination of this AGREEMENT, term within which it will be paid the sum for the service equivalent to the effectively occupied Space.

## 10) PRICE AND INVOICING

10.1 - Regarding the monthly sum of the Colocation Service, it is hereby agreed that **CLIENT** will pay to **CONTRACTOR** the amount of BRL 3,763.00 per occupied rack, according to the Minimum Occupied Area indicated in item 10.1.1.

10.1.1 - The Minimum Area Occupied by **CLIENT** will be of:

- (i) 1,495 racks in the first 12 months, counted as from the date of execution of this agreement;
- (ii) 783 racks in the second year;
- (ii) (sic) 717 racks in the third year;
- (iii) 711 racks in the fourth year;
- (iv) 696 racks in the fifth year;
- (vi) 732 racks in the sixth year.

10.1.2 - **CLIENT** has the right to keep the use of the spaces detailed in item 1.2 of Exhibit 1 (which refers to areas not commercially used by the Data Centers), upon execution of this instrument, in a non-onerous manner.

10.1.3 - Upon the end of the first 12 months, **CLIENT** may renew the capacity of 712 racks available in the first 12 months for an additional period of 12 months, automatically renewable every 12 months, for equal and successive periods of 12 months. If it is not interested in such renewal, **CLIENT** shall notify **CONTRACTOR** 150 days before the end of each period.

10.2 - If **CLIENT** wishes, it may request contracting of additional space for the same price per rack defined in item 10.1.

10.3 - The amount provided for in item 10.1 of this instrument is net of any taxes, and the taxes and social contributions must be added in accordance with the tax laws in force.

10.4 - The spaces will be readjusted at every period of twelve (12) months, counted as from the date of activation of the Service according to variation of the General Price Index - Internal Availability assessed by Getúlio Vargas Foundation (IGP-DI/FGV) in the period.

10.5 - The contracted services will be invoiced as from the date of execution of this Agreement or as from the first day on which the space(s) is(are) made available in the event of availability of additional spaces.

10.5.1 - **CONTRACTOR** shall issue an invoice for collection of the services provided to **CLIENT** for payment within the maximum term of **xx (xx)** days counted as from the maturity date chosen by **CLIENT**.

10.6 - The amounts of the first and last monthly payments will be charged on a daily *pro rata* basis.

10.7 - Non-payment of any of the invoices on their maturity dates obliges **CLIENT** to the following sanctions:

10.7.1 Payment of late charge of two percent (2%) or of maximum percentage allowed by the laws in force, applied on the total amount of the overdue and not paid debt.

10.7.2 - Interests for late payment at the rate of one percent (1%) per month (or fraction of month), due as from the 1st day subsequent to the maturity date up to the date of effective payment of the debt, applicable on the total amount of the debt not paid and monetarily adjusted for inflation based on the IGP-DI variation of Getúlio Vargas Foundation or by the index that may officially replace it, up to the date of effective payment.

10.8 - Non-receipt of the invoice(s) by **CONTRACTING PARTY** does not exempt it from paying the amounts due for the service provision on the maturity dates.

10.9 - Occasional error in the invoices of the Services and of installation shall be stated by **CLIENT** in writing and within up to five (5) business days as from its receipt. If the objection is valid, the term for maturity of the invoice will be extended for a period equal to the number of days corresponding to the period for performing the correction. If the objection is not valid, the invoice shall be paid with fine and interests corresponding to the delay period, calculated as provided for in item 10.6 and sub-items.

10.10. This Agreement is entered into in the take-or-pay modality, and **CLIENT** is hereby obliged to fully pay the amounts set forth in this instrument, regardless of any unilateral decision of **CLIENT** regarding receiving or not the Services, except for the events of contractual termination with cause by **CONTRACTOR** provided for in this Agreement and that have not resulted from contractual default by **CLIENT**.

## 11) CONTRACTING OF ADDITIONAL CAPACITY

11.1 - **CONTRACTOR** also undertakes to offer first to **CLIENT** (i) occasional contiguous spaces of more than 50 m<sup>2</sup> available at its Colocation facilities, and (ii) any space at its Colocation facilities when the Data Center reaches 90% of occupancy. In such cases, **CLIENT** will have the right to match the offer received by **CONTRACTOR** or waive the offer.

11.1.1 - **CONTRACTOR** shall inform **CLIENT** about the offer received and **CLIENT** will have three (3) days to answer whether it will match or waive the offer, pursuant to clause 20.1. If **CLIENT** does not answer within the established term, **CONTRACTOR** may consider that **CLIENT** has waived the offer.

## 12) DISCOUNTS FOR FAILURE IN THE AVAILABILITY OF COLOCATION

12.1 Once unavailability of the Data Centers is verified due to proven liability of **CONTRACTOR**, and which may not be cured within the contractual term provided for, it will be granted a discount on the monthly amount, and **CLIENT** will receive credit according to the following formula:

$Vd = vp / 1440 \times (n - nmi)$ , where:

vd = Amount of discount.

vp = Monthly amount of the Unavailable contract.

n = Quantity of units of thirty- (30) minute periods.

nmi = Quantity of maximum units of acceptable unavailability in thirty- (30) minute periods.

12.1.1 - No credit will be due upon occasional failures, delays or interruptions in the Data Centers arising from act of God or force majeure and periods of preventive or corrective maintenance, provided that previously notified to **CLIENT**, as well as resulting from occasional poor use of the Data Centers by **CLIENT**.

12.1.2 - Whenever there is a need for scheduled intervention by **CONTRACTOR**, for the purposes of preventive and/or corrective maintenance, replacement of parts, components and means used upon provision of the object of this instrument that may cause interference in the performance of the Data Centers, **CLIENT** shall be previously informed within the minimum term of 48 hours of performance of the service. In such event, no discounts provided for in Clause 12.1 will be applied if proven to **CLIENT**, on a case-by-case basis, that such maintenance and replacements are performed by **CONTRACTOR** within the regular course of the Data Center operations.

12.2 - For the effects of discount, the minimum period of failure to be considered is of thirty (30) consecutive minutes, computed as from **CLIENT**'s registration of the occurrence of failure at **CONTRACTOR**'s Service Center, mentioned herein:

12.2.1 - The additional periods of failure, even if in fractions of thirty (30) minutes, will be considered, for the purposes of discount, whole periods of thirty (30) minutes, observing the provisions of item 12.1.1.

12.3 - The discounts for failure(s) or for interruption(s) in the provision of the services will be individually applied, per affected and/or interrupted service. The discount applied on a service will not be extended to the other services that may have been contracted.

### 13) EXTENT OF LIABILITY

13.1. **CONTRACTOR** assumes liability for the direct damages provenly caused to **CLIENT**'s Equipment.

13.2. The use of the Services is under **CLIENT**'s full liability. **CONTRACTOR** will not be liable before **CLIENT** and any third parties for:

(i) content, applications, data stored in **CLIENT**'s Equipment, as well as for advertising, products, services contained in or offered on websites visited through the provided access, mainly for access to offensive, threatening, abusive content that is contrary to the morals and good customs;

(ii) losses and damages of any nature that may result from the presence of virus or other harmful elements in the accessed content that may somehow produce alterations and/or damages to the physical and/or electronic system of **CLIENT**'s Equipment;

(iii) undue use of the Services by **CLIENT**; and/or

(iv) failure or damage caused by handling, transportation, operation, connections and emergency installation or maintenance of the **Equipment** by **CLIENT** or third parties under its responsibility.

13.2 - **CONTRACTOR** may not be rendered liable for interruptions of the Services due to actions performed by third parties contracted by **CLIENT**.

13.3 - **CLIENT** is exclusively responsible for the prevention against loss of any programs, software, data, signals and other information of **CLIENT** and/or third parties transmitted and/or stored in the Equipment, provided that not caused by failure in the provision of the Services and/or of the infrastructure of the Data Centers used in the execution of the purpose of this Agreement.

## 14) CONFIDENTIALITY

14.1 - **CONTRACTOR** acknowledges that, if upon the exercise of its tasks established in this Agreement, it has access to exclusive or confidential information of **CLIENT**, its clients or third parties (hereinafter referred to as "Confidential Information"), it undertakes to keep secrecy pursuant to this clause.

14.2 - For the purposes of this agreement, the expression "Confidential Information" means any and all information related to this Agreement or information related to activities of **CLIENT**, of its employees, clients or of third parties linked to **CLIENT**, that is disclosed, provided, communicated, acquired (whether orally or in writing, in electronic format, texts, drawings, photographs, graphics, projects, floor plans or any other form) by **CONTRACTOR**, of partners, managers, officers, employees, agents or subcontractors of **CLIENT**, or to which **CONTRACTOR** may have access by any other means.

14.3 - **CONTRACTOR** agrees to keep the most absolute secrecy regarding the Confidential Information, including, among others, to that related to data, source codes, clients' passwords, abstaining from copying, reproducing, selling, assigning, licensing, commercializing, disposing, transferring or providing the Confidential Information to third parties, also abstaining from disclosing it or using it for any other purposes not related to the purpose of this Agreement.

14.4 - The secrecy obligation herein established is also applicable to any technical, administrative or commercial knowledge or information related (a) to **CLIENT**'s internal organization; (b) to the performed services; (c) to the working methods developed or used as a result of this agreement; (d) to business strategies and methodologies of **CLIENT**, its partners and clients.

14.5 - **CONTRACTOR** also undertakes to include identical obligation in all contracts it may execute for performance of the services herein agreed upon, including secrecy and confidentiality clause that prohibits professionals from transmitting the information referred to in this clause, directly or indirectly, to whomever may be, during the effectiveness of the agreement or after its termination, upon execution of a confidentiality instrument, according to the template attached hereto.

14.5.1 - **CONTRACTOR** agrees to keep the Confidential Information at safe place, fully separated from the other information of **CONTRACTOR** and/or of any third parties, restricting the access to the Confidential Information only to those who need it for performance of the purpose of this agreement, undertaking to separate it from the other professionals with whom it works, including its employees, agents and contractors, affiliated companies, associated companies, controlled companies, controlling companies and their respective representatives, employees and/or agents, directly or indirectly.

14.6 - The duty of secrecy provided for in this clause will not be applicable to any Confidential Information that: (a) is under public domain before its disclosure to **CONTRACTOR**, (b) is or become of public domain after its receipt by **CONTRACTOR**, by any means other than in



violation of the obligations set forth in this Agreement, or (c) must be disclosed by **CONTRACTOR** by operation of law or court decision.

14.7 - Except for the specific documents that it must keep as evidence of compliance with its obligations, **CONTRACTOR** shall, in the event of conclusion or termination of this Agreement or, also, upon request of **CLIENT**, observing, in such latter case, the term of up to five (5) business days counted as from receipt of such request, return all material containing Confidential Information, as well as its respective copies that are in any way under **CONTRACTOR**'s possession or of any member of the Working Team. **CONTRACTOR** also undertakes to delete the Confidential Information from any data bases and/or destroy the Confidential Information within up to five (5) business days as from receipt of request in such regard from **CLIENT**.

14.8 - As soon as the Confidential Information has been deleted and/or destroyed by **CONTRACTOR**, it shall send to **CLIENT** a certificate executed by its legal representative(s) attesting that the Confidential Information has been fully deleted and/or destroyed. The obligation to return, delete and/or destroy the Confidential Information to which it has had access will also be extended to any document prepared by **CONTRACTOR** that involves or contains excerpts of the Confidential Information.

14.9 - The secrecy and confidentiality duty provided for in this Clause will subsist even after conclusion or termination of this Agreement for a term of five (5) years as from its execution, being excluded from such term the data and information from **CLIENT**'s clients or others protected by bank secrecy and that require permanent protection.

14.10 - **CONTRACTOR** will be civilly and criminally liable, fully bearing all amounts related to the reimbursement for direct losses and damages suffered by **CLIENT** or that it may be compelled to pay as a result of **CONTRACTOR**'s or its professionals' non-compliance with their secrecy duty pursuant to this agreement, without prejudice to the contractual termination and application of the fines contractually stipulated.

14.11 - **CONTRACTOR** will also bear all costs and expenses, including fees of counsels that **CLIENT** may have to spend with lawsuits or administrative actions, complaints and other proceedings directly or indirectly arising from non-compliance with the secrecy obligation established in this clause, without prejudice to the applicable preliminary injunctions and provisional remedies that **CONTRACTOR** undertakes to adopt as a result of effective or potential non-compliance with these provisions.

14.12 - The same confidentiality obligation, as stipulated in this clause, is applicable to **CLIENT**, including in what refers to the sanctions provided for above.

14.13 - Without prejudice to the measures strictly necessary for the regular provision of the Services over the normal course of **CONTRACTOR**'s operations, **CONTRACTOR** shall not, in any event, access or in any way interfere in or intercept data and/or signals stored or processed in the Equipment without the respective **CLIENT**'s previous and express authorization, and always under its supervision.

14.14 - The Parties will agree on the personal data treatment and security protocol to be followed over the course of the provision of the Services, strictly observing the applicable laws and regulations.

**15) BUSINESS SECRET**

15.1 - No Business Secret will lose protection from this clause, whether by operation of law or in any other way. Every Business Secret will remain protected for the time during which it continues to be a Business Secret, and **CONTRACTOR** will not use nor disclose or allow its employees, agents or service providers (occasional contractors) to use or disclose any Business Secret in violation of this clause or of any other with no restriction, for the term during which it continues to be a Business Secret.

15.2 - **CONTRACTOR**, as soon as it becomes aware, will immediately inform **CLIENT** about any occurrence aiming at the non-authorized obtainment or use of Confidential Information or Business Secrets.

15.3 - The expression "Business Secrets" means any information that derives from actual or potential economic value for the fact that it is not known and that should not be accessed by any people who may or may not, by themselves or by third parties, obtain economic advantage due to its disclosure or use, and

15.4 - The expression "Confidential Information", as used herein, means any information that, although not deemed a Business Secret, is **CLIENT**'s exclusive information or information related to business and activities, protected works, applications, systems, programs or procedures, including, among others, information received from clients or third parties under secrecy, lists and compilations of potential or existing clients, internal technical, commercial or financial information of **CLIENT**.

15.5 - **CONTRACTOR** also agrees to return to **CLIENT**, as well as cause its employees, agents, and service providers to return, upon request or termination, all other documents related to clients, including, among others, any and all drawings, Software projects, reports, manuals, mails, lists of clients or computer programs, as well as any copies of the referred to items obtained by **CONTRACTOR** due to this contracting.

## 16) TERMINATION, DEFAULT AND PENALTIES

16.1 - This **Agreement** may be fully or partially terminated by any of the Parties in the event of full or partial non-compliance with any of the clauses and conditions herein agreed upon, and the damaged party shall notify the defaulting party in writing so the latter may cure the irregularity within up to thirty (30) days as from delivery of the communication. In the events in which default may cause damage to **CLIENT's** activities, the irregularity shall be cured within the term indicated and defined in the Service Level Agreement, Exhibit VI.

16.2 - If the irregularity is not cured after the term defined in the main provision of this clause elapses, this **Agreement** may be terminated under the terms established in a notification issued by the damaged party in such regard. However, in view of the purpose of this Agreement, the Parties will only be exempted from the contractually assumed responsibilities upon transfer of **CLIENT's** Equipment to another location. The concerned transfer shall occur within up to sixty (60) months, counted as from the date of termination of this Agreement.

16.3 - This Agreement may also be terminated by initiative of the damaged Party, giving rise to the payment of fine pursuant to Clause 16.4 below, if: (i) any of the Parties becomes insolvent or if its bankruptcy, or intervention, or court or out-of-court winding-up is granted or adjudicated; (ii) any of the Parties files any suit, enforcement, or legal remedy of any nature against the other Party, which may affect the rights and obligations established in this Agreement; (iii) there occurs transfer of controlling interest of **CONTRACTOR's** or of its direct or indirect controlling companies, characterizing conflict of interests with **CLIENT's** activities or that infringes the regulatory rules issued by the Government or if its technical and/or financial reputation is affected, except for formalized settlement between the Parties;.

16.4 - Except for the clauses related to specific penalties indicated in this **AGREEMENT** and those defined in the **EXHIBITS**, the party that infringes a clause or condition set forth in this instrument, which, after the necessary negotiation to cure the assessed irregularity and if it is not possible to cure such irregularity, damaging the continuity of the performance of the services as contractually agreed upon, thus giving rise to termination of this Agreement, will incur the payment of a fine in the maximum amount equivalent to four monthly installments related to the provision of the service over the term of the agreement, without prejudice to its responsibility for the reimbursement of direct losses and damages that the non-infringing party might have suffered, and the infringing party will have the option to deem this instrument terminated. The fine provided for in this clause and the fines provided for in the clauses related to specific penalties and defined in the Exhibits will not be charged on a cumulative basis.

16.4.1. For the effects of assessment of the fines indicated in this instrument, the total amount of this agreement will correspond to that specified in **Exhibit II**.

16.5 - If the amount assessed by way of fine is not paid within ten (10) days counted as from notification made by the non-infringing party, it will be adjusted, from the date of such

notification up to the date of its actual payment, added by interests of twelve percent (12%) per year.

16.6 - The Parties also have the option to, after the period of sixty (60) months of effectiveness of this contracting, terminate this agreement, which may be made by any of them at any time, without any burden, fine or penalty, upon express communication sent by the interested party to the other one hundred eighty (180) days in advance.

16.6.1 - In the event of termination, in view of the purpose of this **AGREEMENT**, the Parties will only be exempted from the contractually assumed responsibilities upon transfer of **CLIENT**'s Equipment to another location. The concerned transfer shall occur within up to sixty (60) months.

16.6.2 - If there is termination by any of the parties, **CLIENT** undertakes to make the payment for the contracted services up to the date of transfer of **CLIENT**'s Equipment.

16.7 - **CONTRACTOR**, upon conclusion or in the event of termination of this Agreement, regardless of the reason, undertakes to: i) stop using **CLIENT**'s information; ii) return, on the effective date of termination, all information and materials provided by **CLIENT** which are under its possession, and it shall not keep any copy, in any event; iii) delete and/or remove, on a definitive basis, all copies of such items from every hardware and computer storage.

16.8 - On the date provided for termination of this Agreement, if **CLIENT** fails to perform the removal and return as established and within the terms provided for in this Clause, it will remain obliged to the payment of the occupied Space, up to the date of vacancy.

16.9 - The end of the contractual term or termination of this agreement does not affect **CONTRACTOR**'s liability in what refers to the secrecy to be observed in view of the performance of this agreement, as well as occasional reimbursements related to labor and social-security obligations regarding its employees made available for performance of the services subject-matter of this agreement or, also, the direct damages caused to third parties arising from direct fault or intent of **CONTRACTOR**, its employees, agents and/or partners.

## 17) **INVESTMENTS**

17.1 - **CONTRACTOR** represents, for all purposes and effects of law, that it has adopted, upon qualifying itself for the provision of the services subject-matter of this agreement, the following assumptions: (i) it has sufficient infrastructure to meet the purpose of this contracting; and (ii) it is aware that, in the event of **CLIENT**'s requesting, during the effectiveness of this contracting, performance of projects that depend on performance of reasonable investments exclusively directed to meet **CLIENT**'s needs, such investments may only be acknowledged by **CLIENT** upon formalization of a specific Letter of Agreement between the Parties containing the involved amounts, the administration policy, amortization and depreciation of such

investments, such document which, once executed by the parties, will become integral of this Agreement.

17.2. **CLIENT** expressly acknowledges that **CONTRACTOR** made considerable investments for performance of this Agreement and that the performance of the referred to additional investments will depend on the financial capacity and availability of **CONTRACTOR** if and when they become necessary, except for the investment obligation expressly established in Clause 6.4 of the Share Purchase Agreement via UPI and other Covenants entered into between **CLIENT** (except for BTCM) with **CONTRACTOR** as intervening party on xx/xx/xx.

## 18) **INDEMNITY**

18.1 - **CLIENT** will indemnify **CONTRACTOR** or any third party, when and if such is the case, for direct damage provenly caused to **CONTRACTOR**, motivated by action or omission of **CLIENT**, its employees or agents, in relation to: (i) infrastructure and/or equipment of **CONTRACTOR**; or (ii) any third-party asset or equipment at **CONTRACTOR**'s premises, with such amount being limited to the maximum amount equivalent to four monthly installments for the service during the term of the agreement.

18.2 - **CONTRACTOR** undertakes to indemnify **CLIENT** for direct damages provenly caused to the latter or to third parties resulting from direct fault or intent of its employees, agents, subcontractors or partners upon performance of the services herein contracted, and such liability will not reduce the fact that the services are inspected or followed up by **CLIENT**, with **CONTRACTOR** being responsible for the adoption of measures necessary to avoid occurrence of the referred to damages, and such amount will be limited to the maximum amount equivalent to four monthly installments for the service during the term of the agreement.

18.3 The Parties hereby mutually and expressly waive the right to be indemnified for indirect damages, loss of profits and commercial failures arising from the performance of this Agreement, even if caused by the other Party, except in the events of intent and serious fault.

18.4 - If the terms and conditions of this Agreement are negatively affected by any reason alien to **CONTRACTOR**'s will, including due to acquisition of controlling interest of Oi S.A. and/or due to transfer of the main assets of Oi S.A. to third parties, it is hereby established between the Parties that **CONTRACTOR** will have the right to: (i) fully collect the remaining amounts within the scope of this Agreement, by way of indemnity; and/or (ii) exercise a put option for **CLIENT** (or the relevant entity of Oi Group indicated by **CLIENT**) to acquire the Data Centers and the material assets associated therewith. In any of such events, the amount of indemnity or of the put option will be that indicated in the table in **Exhibit [\_\_]**<sup>2</sup> hereto, to be adjusted based on the IGP-DI variation, disclosed by Getúlio Vargas Foundation, from the date herein up to its effective payment, without prejudice to additional indemnity for losses and damages caused to **CONTRACTOR**.

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<sup>2</sup>A table containing the remaining amounts that would be due preferably on a monthly basis up to the end of the agreement will be included.

## **19) ASSIGNMENT AND TRANSFER OF THE AGREEMENT**

19.1 - **CONTRACTOR** may only assign or transfer the **Agreement** or its rights and obligations upon previous and express consent of **CLIENT**, which may not be unreasonably refused, and the assignee shall abide by all terms and conditions of this **Agreement** upon execution of this instrument. In such event, assignee shall demonstrate to have all conditions required from **CONTRACTOR** upon contracting.

19.2 - **CLIENT** may fully or partially assign the rights or obligations of this **Agreement** upon previous and express consent of **CONTRACTOR**, which may not be unreasonably refused, and assignee shall abide by all terms and conditions of this **Agreement** upon execution of this instrument. **CLIENT** may, regardless of previous consent by **CONTRACTOR**, assign this Agreement to other companies of its economic group ("Oi Group"), including by means of corporate reorganization, spin-off, consolidation or merger, without previous consent by **CONTRACTOR**, and **CLIENT** will be jointly liable for compliance with the obligations assumed by assignee.

## **20) NOTIFICATIONS**

20.1 - All notifications, consents, requests and other forms of communication related to this Agreement shall be made in writing, and they shall be submitted or delivered by registered mail or with return receipt, by fax or by express courier service, as determined below:

20.2 - If any of the Parties changes its address for remittance of notifications, whether due to change of address or for any other reason, it shall immediately inform the other Party about the new address for remittance of notifications. The communication referred to in this Clause shall be made by notification in writing, in accordance with Clause 21.1 above (sic).

20.3 - Without prejudice to the provisions of Clauses 20.1 and 20.2, reasonable communications of technical and operational character over the regular course of business shall be promptly sent by e-mail, with delivery and reading confirmation request, to the operating-technical manager appointed by **CLIENT** pursuant to Clause 6.1 (vii).

## 21) REPRESENTATIONS AND WARRANTIES

21.1 - The Parties represent that their representatives have all legal and corporate powers to enter into this Agreement and to undertake the obligations set forth herein.

21.2 - Each of **CONTRACTOR** and **CLIENT** represents and warrants, under the penalties of law, that:

- (i) it is a company duly organized, legally existing and in good standing, in accordance with the Brazilian laws, with all registrations and authorizations necessary for performance of the contracted services;
- (ii) it conducts its businesses in a lawful and diligent manner, performing in the exercise of its activities, implementing and exercising stringent internal controls, including on its employees, leaders, agents and outsourced service providers, regarding full compliance with the obligations set forth herein;
- (iii) it abides by the provisions of article 7, XXXIII of the Federal Constitution, not employing, whether directly or indirectly, even if through subcontracted companies, workers under 18 years old in night-shift, dangerous or unhealthy activities and/or workers under 16 years old in any kind of activity, except as apprentice, as from 14 years old; and
- (iv) will fully respond before the other Party for the direct damages resulting from inaccuracy of the representations and warranties presented in this clause or in any other provision of this **Agreement** or from their compliance.

## 22) MISCELLANEOUS

22.1 - It is hereby agreed on between the Parties that any and all amount not duly paid by **CLIENT** (and/or by its affiliates) to **CONTRACTOR** (and/or to its controlling company and other affiliates) pursuant to this Agreement may be retained and set off, at any time and at its exclusive discretion, from any amount that is or that may become due to **CLIENT (and/or its affiliates)** by **CONTRACTOR** (and/or by its controlling company and other affiliates) within the scope of the Share Purchase Agreement.

22.2 - It is hereby agreed on between the Parties that any and all amount not duly paid by **CONTRACTOR** (and/or by its affiliates) to **CLIENT** (and/or to its controlling company and other affiliates) pursuant to the Share Purchase Agreement may be retained and set off, up to the amount sufficient to pay the defaulted amount, from any amount that is or that may become due to **CONTRACTING PARTY** (sic) by **CLIENT** within the scope of this Agreement.

22.3 - The provision of services subject-matter of this Agreement does not imply exclusivity on the part of **CONTRACTOR**, and it may offer similar services to other companies, provided that the rules regarding ownership, secrecy and confidentiality covenanted in this **AGREEMENT** are respected.

22.3.1. Having in view the nature of the obligations provided for in this Agreement and their strategic relevance for the Parties, it is hereby agreed on between the Parties as follows: (i) if **CONTRACTOR** receives firm offers to use the Data Centers by reliable third parties in conditions which are better for **CONTRACTOR** than those provided for herein regarding the same services, **CLIENT** will have the right to match the referred to offer of third parties to use the Data Centers; and (ii) if **CLIENT** (or any company of **CLIENT**'s economic group) receives an offer for the provision of the Services that are materially equal to those provided for in this instrument and/or intends to contract such service provision, **CONTRACTOR** will have the right to match any offer related to such service provision by third parties that is for **CLIENT**'s internal use (or of any company of **CLIENT**'s economic group). In what refers to the expansion to 5G or new technological solutions for telecommunication networks, **CLIENT** shall inform, to occasional buyers of **CLIENT**'s assets, about **CONTRACTOR**'s willingness and operating capabilities to take part in such expansion. In any of such events, the Party receiving or seeking such offer shall promptly send a written notification to the other Party describing all terms and conditions of the intended contracting, so that such Party may exercise or not the right referred to in this clause within the minimum term of [\_\_\_\_ (\_\_\_\_) days] counted as from receipt of the mentioned notification, and absence of timely response may be deemed waiver to the referred to right for all legal purposes.

22.3.1.1. If the right to match is not exercised by **CONTRACTOR** as established in item 2.2.1 above, **CLIENT** may contract the service subject-matter of the third-party's concerned offer without any penalty or obligation to indemnify.

22.4 - The form and conditions for performance of the services subject-matter of this contracting, as well as the specifications and routines established for such purpose, may be changed at any time, provided that in writing and agreed upon between the parties, always aiming at the best performance, optimization, efficiency and safety, mainly in relation to handling of information, documents and data exchanged by the parties, whether to meet **CLIENT**'s interests or to adjust them to the laws in force.

22.4.1 - If it is necessary to make technical decisions in relation to the form and conditions for performance of the services subject-matter of this contracting, it will be performed by **CLIENT**'s and **CONTRACTOR**'s technical teams.

22.5 - The changes referred to in item 22.3 and other communications between the parties will only produce effects in what refers to this **AGREEMENT** if made by the accredited representatives of both parties.

22.6 - **CONTRACTOR** undertakes to allow, including providing physical space within its premises, the presence of **CLIENT**'s employees, duly accredited, who will assess the referred to premises in what refers to physical safety of the environment, and such employees may, for such purpose, question the operating capacity of the routines established to preserve the safety and compliance with the quality standards required by **CLIENT**.

22.7 - The option granted to **CLIENT** to require the respective proofs of payment does not exclude or reduces **CONTRACTOR**'s responsibility for performance of the obligations stipulated herein and will not constitute an obstacle to the occasional contractual termination.



22.8 - **CONTRACTOR** undertakes to keep, over performance of this agreement, all technical, administrative, financial and economic qualification conditions required upon contracting, undertaking to communicate to **CLIENT** whenever such conditions change.

22.9 - **CLIENT** is not obliged to acquire telecommunication links exclusively from **CONTRACTOR**.

22.10 - **CONTRACTOR** also undertakes not to use or allow the use, except upon previous and express **CLIENT**'s authorization in writing, of any name, logo or distinctive signs belonging to **CLIENT**, and not to make any representation or reference that indicates existence of any connection or contractual or business relationship in addition to what is expressly permitted by **CLIENT**.

22.11 - It is hereby agreed that the services set forth herein may be provided by **CONTRACTOR** to any company belonging to the same financial conglomerate as **CLIENT**.

22.12 - This contractual instrument will be governed and construed in accordance with the Brazilian laws in force.

22.13 - The Parties may not be rendered liable for non-compliance with their obligations contained in this Agreement as a result of acts of God and force majeure events, as provided for in the Brazilian Civil Code, that temporarily or definitely prevent compliance with any of such obligations, provided that evidenced.

22.14 - If there is personal data treatment, the Parties undertake to fully observe the laws in force on data protection, particularly, but not exclusively, Law No. 13,709/2018 and the European General Data Protection Regulation (GDPR) — the latter, when applicable —, each of them responding to the extent of their culpability, for penalties and adverse judgments.

### **23) ANTI-CORRUPTION REPRESENTATIONS AND WARRANTIES**

23.1 The Parties hereby represent to be aware of and to understand the terms of the Brazilian anti-corruption laws or of any other laws applicable to the purpose hereof, particularly the Foreign Corrupt Practices Act, - Act, 15 U.S.C. Paragraphs 78dd-1 et seq. - ("FCPA") of the United States of America ("Anti-Corruption Rules"), and undertake to abstain from any activity that may constitute a violation of the provisions of such Anti-Corruption Rules.

23.2 The Parties, on their behalf and on behalf of their managers, officers, employees and agents, as well as their partners that may act on their behalf, undertake to conduct their commercial practices during the term of this Agreement in an ethical manner and in

accordance with the applicable legal precepts. Upon performance of this Agreement, neither Party nor any of their officers, employees, agents or partners acting on their behalf shall give, offer, pay, promise to pay or authorize the payment, whether directly or indirectly, of any money or any valuable thing to any governmental authority, consultant, representative, partner or any other third party with the purposes of influencing any act or decision of the agent or government, or to assure any undue advantage, or to direct the businesses to any person and which violates the Anti-Corruption Rules ("Prohibited Payment"). A Prohibited Payment does not include the payment of reasonable expenses incurred in good-faith, such as, for example, travel and hotel expenses, which are directly related to the promotion, explanation, demonstration or to products and services, or to performance of an agreement with a government or its agencies, provided that the payment is permitted by the applicable laws.

23.3 Each Party that, on the date herein, does not have an own Code of Ethics and Conduct herein represents, on its behalf and on behalf of its managers, officers, employees, agents, owners and shareholders performing on its behalf or involved in the day-to-day of its operations, that it is fully aware of and agrees with the terms of the Code of Ethics of Oi, which becomes integral part of this Agreement, and that it will not get involved in any act or omission upon compliance with the responsibilities established in the referred to Code of Ethics of Oi.

23.4 For the event of third parties contracted by Oi or any of its affiliates, the Manual of Conduct of Third-Party Contractors, available on <https://www.oi.com.br/oi/sobre-a-oi/empresa/informacoes/fornecedores>), will become integral part of this Agreement.

23.5 For the purposes of this Clause, each Party herein represents that:

- (a) it has not violated, is in violation of or will violate the Anti-Corruption Rules;
- (b) it has already implemented or undertakes to implement, during the effectiveness hereof, a compliance and training program reasonably efficient to prevent and detect violations of the Anti-Corruption Rules and the requirements set forth in this Clause;
- (c) it is aware that any activity in violation of the Anti-Corruption Rules is prohibited and is aware of the possible consequences of such violation.

23.6 Any proven violation of the Anti-Corruption Rules by the infringing Party, in any respect, may result in the immediate substantiated termination of this Agreement, regardless of any notification, observing the penalties provided for herein.

## **24) JURISDICTION**

24.1 - The Parties elect the Central Courts of the Judicial District of the State of Rio de Janeiro to settle doubts or disputes arising from this Agreement, waiving any other, however privileged it may be.

In witness whereof, the Parties irrevocably and irreversibly execute this Agreement in two (2) counterparts of equal content, in the presence of the undersigned witnesses.

**OI S.A. – UNDER JUDICIAL REORGANIZATION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**TELEMAR NORTE LESTE S.A. – UNDER JUDICIAL REORGANIZATION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**BRASIL TELECOM COMUNICAÇÃO MULTIMÍDIA S.A.**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**OI MÓVEL S.A. – UNDER JUDICIAL REORGANIZATION**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

This signature page is integral part of the COLOCATION AND OTHER SERVICES AGREEMENT entered into on [\_\_\_\_\_] between Oi S.A. – UNDER JUDICIAL REORGANIZATION, TELEMAR NORTE LESTE S.A. – UNDER JUDICIAL REORGANIZATION, BRASIL TELECOM COMUNICAÇÃO MULTIMÍDIA S.A., OI MÓVEL S.A. – UNDER JUDICIAL REORGANIZATION and DRAMMEN RJ INFRAESTRUTURA E REDES DE TELECOMUNICAÇÕES S.A.

**DRAMMEN RJ INFRAESTRUTURA E REDES DE TELECOMUNICAÇÕES S.A.**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

**WITNESSES**

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Name:

ID:

Individual Taxpayer's Register

(CPF/ME):

---

Name:

ID:

Individual Taxpayer's Register

(CPF/ME):

**EXHIBIT I**  
**DESCRIPTION OF THE SERVICES**

**1. Name of the Product: Colocation – Data Center**

CONTRACTOR shall provide Colocation services, and it must offer:

1.1 Spaces within the Data Hall area:<sup>3</sup>

- Rack positions in the following quantities in accordance with the characteristics of EXHIBIT III:

<b>Data Center</b>	
DC SPO	196
DC SIG	488
DC SCN	552
DC CTA	220
DC PAE	121
<b>Total</b>	<b>1,577</b>

1.2 Spaces outside the Data Hall area:

- 300 m2 to host the Transmission area on the ground floor of the Data Center of São Paulo
- 52 m2 to host the POP area of the Data Center of Curitiba
- 63 m2 to host the POP area on the ground floor of the Data Center SIG of Brasília

- Operators Room, with the following characteristics:

DC Brasilia/SIG:

- Quantity of Positions: 14
- Furniture:
  - Table
  - Chair
  - Two-door cabinet

DC Brasilia/SCN: N/A

DC Porto Alegre: N/A

DC Curitiba: N/A

DC São Paulo:

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<sup>3</sup>Observing the minimum guaranteed ones, subject to alteration up to the date of execution.

- Quantity of Positions: 8
- Furniture:
  - Table
  - Chair
  - Two-door cabinet
  
- Equipment Room:  
  
DC Brasilia/SIG: 60 m2  
DC Brasilia/SCN: 60 m2  
DC Curitiba: 60 m2  
DC São Paulo: 60 m2
  
- Two fixed parking spaces for Data Center SIG and SPO.

## EXHIBIT II

### PRICE SCHEDULE AND PAYMENT TERMS

#### 1) Materials and Services Prices

LPU (Unit Price List) for new contracting and expansions to be defined between the Parties by mutual agreement and following the market practice within up to 90 days after execution of this agreement.



Anexo I - LPU  
Materiais - v3.xls

## **EXHIBIT III**

### **PHYSICAL SAFETY AND FIRE DETECTION/FIREFIGHTING CONDITIONS**

#### **The Data Centers shall have the following minimum requirements:**

- Physical safety team with specialized agents 24 hours per 7 days in the week, 365 days per year at all entrances of the Data Centers.
- Control of admission of objects, prohibiting objects that may cause personal injuries to Oi teams, as well to the hosted property of Oi.
- Racks, as well as restricted areas occupied by Oi, may only be accessed by professionals of Oi or indicated by it.
- Biometric access control/electronic passwords with registration of access LOGs. The access LOGs shall allow traceability and be available for the minimum period of twelve (12) months.
- Closed-circuit television (CCTV) monitoring systems with recording in a quality that allows clear visualization of people's faces. The images shall record all Oi areas, whether in visualization of lines or reserved areas. The images shall be available for the minimum period of thirty (30) days.
- Grounding System and Overvoltage Protection with copper mesh under the area of electronic equipment. DC shall meet NBR 5410 Standard for overvoltage protection throughout the useful area.
- Location to which the transportation company may deliver/pick up big-size equipment/materials. Such location must be available 24x7. The use of the location shall be informed through technical ticket by CONTRACTING PARTY.
- Fire early detection system, smoke detectors, fire extinguishers and fire brigade.
- Automated firefighting system interconnected to the fire early detectors and smoke detectors, with effective performance without causing injuries to people and that do not affect the property of Oi.
- Provider shall allow installation of cameras and tele-supervision sensors for its own monitoring in any of its contracted environments.

#### **It is desirable for Data Centers to have:**

- CODIN in all doors.
- Metal detector and X-ray at the DC entrances.
- IP/Full HD Monitoring cameras.
- Mantrap for admission of cars to the DC SIG monitored by cameras.



## EXHIBIT IV

### Data Center Infrastructure Specifications

CONTRACTOR shall provide the following Data Center infrastructure services:

- Energy Systems:
  - 24x7x365 availability, meeting TIER III standard SLA.
  - AC and DC Uninterrupted Energy (commercial and emergency).
  - Redundant electric circuits for each rack provided through two independent lines, with each of them being fed by different UPS.
    - Absence of single point of failure;
    - Availability of 99.982%;
    - N + 1 architecture
  
- Air-conditioning Systems:
  - 24x7x365 availability, meeting TIER III standard SLA.
  - Temperature between 18 and 27 Celsius degrees.
  - Humidity level at 50% with minimum variation of 10%.
  
- Features Events
  - Upon occurrence of loss of redundancy, contractor shall immediately communicate it to Oi, submitting an action plan and disclosing periodic reports up to normalization of the situation
  
- Certifications or Due Diligences:

Oi, as a function of its certification and due diligence processes, may, at any time and on demand:

  - Visit the locations, processes and agreements for operation and maintenance of the facilities plant and safety in order to evidence the effective reliability and compliance with the contracted SLA.
  - Request supporting reports according to the list contained in Exhibit VI.
  - Request submission of ISAE3402 report to all sites.

CONTRACTOR will provide some additional features areas at its DATA CENTER providing more comfort and flexibility for **CONTRACTOR** that needs or prefers to perform certain activities at the DATA CENTER itself.

Such features comprise:

- STAGING AREA: Space equipped with workbenches for Client to assemble or test equipment of its environment in a quick and safe manner, as it will not be necessary to perform such task at another location and then transport the equipment, thus avoiding possible troubles and small accidents. In such area, it is possible to use cabinets to keep objects. Over the period of three days, client has a working place and a cabinet per contracted rack or cage or as specified in Exhibit I.
  
- EQUIPMENT STORAGE ENVIRONMENT: The storage environments are available in two modalities: cabinets or cages. Located inside the DATA CENTER itself, such environments are ideal to store technological equipment, as they count on a controlled infrastructure (safe, acclimatized and scalable).



## EXHIBIT V

### Transmission and POP Areas Infrastructure Specifications

For each Data Center, the solution of an area to receive communication links will be differentiated, and Oi may be client or provider, depending on the existing structure, as follows:

**SIG Data Center** - Provider Oi will request Cage Colocation service of an area on the ground floor called POP 1 area to service its links. For other operators, such service may be performed through POP 2 and 3 rooms.

**SCN Data Center** - Oi will provide the link services at its premises in the Transmission area, located on the 5th floor of such building, both for its links and for links of other operators. A commercial offer based on rack positions will be made.

**SPO Data Center** - Oi will request Cage Colocation service of an area on the ground floor called Transmission area to service its links. For other operators, such service may be performed by room called Operator on the ground floor.

**CTA Data Center** - Oi will request Cage Colocation service of an area on the ground floor called Backbone area to service its links. For other operators, such service may be performed by room called POP on the Data Hall floor.

**PAE Center** - Oi will provide the link services at its premises in the Transmission area, located on the 1st floor of such building, both for its links and for links of other operators. A commercial offer based on rack positions will be made.

CONTRACTOR shall provide the following Data Center infrastructure services for the requested Colocations:

- Energy Systems:
  - 24x7x365 availability, meeting TIER III standard SLA.
  - AC and DC Uninterrupted Energy (commercial and emergency).
  - Redundant electric circuits for each rack provided through two independent lines, with each of them being fed by different UPS.
    - Absence of single point of failure;
    - Availability of 99.982%;
    - N + 1 architecture
- Air-conditioning Systems:
  - 24x7x365 availability, meeting TIER III standard SLA.
  - Temperature between 18 and 25 Celsius degrees.
  - Humidity level at 50% with minimum variation of 10%.
- Features Events
  - Upon occurrence of loss of redundancy, contractor shall immediately communicate it to Oi, submitting an action plan and disclosing periodic reports up to normalization of the situation

- **Certifications or Due Diligences:**  
Oi, as a function of its certification and due diligence processes, may, at any time and on demand:
  - Visit the processes and agreements for operation and maintenance of the facilities plant and safety in order to evidence the effective reliability and compliance with the contracted SLA.
  - Request supporting reports according to the list contained in Exhibit VI.

CONTRACTOR will provide some additional features areas at its DATA CENTER providing more comfort and flexibility for **CONTRACTOR** that needs or prefers to perform certain activities at the DATA CENTER itself.

Such features comprise:

- STAGING AREA: Space equipped with workbenches for Client to assemble or test equipment of its environment in a quick and safe manner, as it will not be necessary to perform such task at another location and then transport the equipment, thus avoiding possible troubles and small accidents. In such area, it is possible to use cabinets to keep objects. Over the period of three days, client has a working place and a cabinet per contracted rack or cage or as specified in Exhibit I.
- EQUIPMENT STORAGE ENVIRONMENT: The storage environments are available in two modalities: cabinets or cages. Located inside the DATA CENTER itself, such environments are ideal to store technological equipment, as they count on a controlled infrastructure (safe, acclimatized and scalable).

## EXHIBIT VI

### Colocation services specifications

1. **Service Type: Colocation DATA CENTER**
2. **Glossary:**

**SLA (Service Level Agreement):** It is the guaranteed service level, except for scheduled maintenance outage. Violation of SLA gives rise to discounts in the Service Agreement.

### 3. Colocation Service Description

CONTRACTOR shall provide the following Colocation services:

- Supply of effective 3kW per rack position, on average.
- Capacity to bear dynamic and static overload of 1,200 kilogram-force per square meter (kgf/m<sup>2</sup>).
- Independent circuit breakers for each charging circuit with the following predefined currents:
  - Single-phase / Two-phase / Three-phase: 25A, 32A, 40A, 50A and 63A.
- 127Vca, 208Vca, 220Vca and -48Vcc rated voltages shall be provided.
- The redundant electric circuits shall be placed in the crawl space (under the rack positions) including identification and ending with specific female outlets, duly dimensioned according to ABNT-NBR5410 Standard for the racks or equipment to be installed.
- Provide service channels for client to be able to open tickets, requests and escalations.
  - 0800
  - E-mail
  - WEB ( Chat )
- Provision of connectivity for interconnection between CLIENT's equipment and the room receiving external connectivity.
- Provision of racks with the following dimensions:

- a. Oi Standard Racks Dimension:
  - 2000 x 600 x 1000 mm (HWD);
  - 2000 x 600 x 1200 mm (HWD).
- b. General Specifications:
  - Steel frame build with 16 folds and 25mm pitch mesh holes;
  - Front and rear doors with ventilation area of 80%;
  - Casting aluminum hinge with 130° opening and quick coupling plug for removal and placing;
  - Comfort handle with tilting non-spinning system and single-pin cylinder;
  - Smooth steel top cover with flanges and cable hole;
  - Two (2) pairs of galvanized 19" L section beams with adjustable depth and with 42 U spaces, fixed on chassis system;
- c. Manufacturer's reference: Rittal
- d. 2 power strips per rack, each with 16 outlets under ABNT standard.

## Exhibit VII

### SLA – SERVICE LEVELS

#### 1. Service Level Agreement

##### 1.1 New Requests

Such requests refer to services that have been already contracted and that are additional to those described in Exhibit I.

The new requests shall always use the contact persons described in item 6, sub-item (iii).

##### 1.1.1. Regular Situation for all Data Centers.

Service	Delivery time
Installation of electrical circuits (IDC standard)	5 days
Provision of additional racks	30 days
Installation of up to 12 pairs of optic fiber access nodes	5 days
Installation of up to 12 pairs of optic fiber access nodes	15 days
Installation of up to 12 units of UTP nodes	5 days
Installation of more than 12 units of UTP nodes	15 days

Goal: 100% of the requests serviced within the term

Fault: MEDIUM (penalty according to clause 2 below)

##### 1.1.2. Emergency Situation for the SIG and SCN Data Center.

Service	Delivery time
Installation of 2 electric circuits (standard) per rack – Limited to 5 requests per month per site	12 hours
Installation of up to 2 electric circuits (standard) per rack – Limited to 5 requests per month per site	24 hours
Installation of up to 5 pairs of optic fiber access nodes	12 hours
Installation of up to 24 units of UTP nodes	24 hours

Goal: 100% of the requests serviced within the term

Fault: MEDIUM (penalty according to clause 2 below)

Note: the windows of changes necessary to perform the emergency (provisional) installations in definitive installations will not be counted as unavailability.

### 1.1.3. Emergency Situation for the SPO, CTA, and POA Data Center.

Service	Delivery time
Installation of 2 electric circuits (standard) per rack – Limited to 2 requests per month per site	12 hours
Installation of up to 2 electric circuits (standard) per rack – Limited to 2 requests per month per site	24 hours
Installation of up to 10 units of optic fiber access nodes	12 hours
Installation of up to 12 units of UTP nodes	24 hours

Goal: 100% of the requests serviced within the term

Fault: MEDIUM (penalty according to clause 2 below)

Note: the windows of changes necessary to perform the emergency (provisional) installations in definitive installations will not be counted as unavailability.

## 1.2. Air Conditioning

The air-conditioning system must keep the following technical parameters:

### 1.2.1. Humidity

Goal: 80% of the period – 45-55%

15% of the period – 42-58%

5% of the period – 40-60%

Fault: MEDIUM

### 1.2.2. Data Center Temperature

Goal: 80% of the period – 18-24°C

15% of the period – 18-25°C

5% of the period – 18-27°C

Fault: SERIOUS (penalty according to clause 2 below)

### 1.2.3. POP and Transmission Areas Temperature

Goal: 80% of the period - 18-24°C



20% of the period – 18-25°C

Fault: SERIOUS (penalty according to clause 2 below)

Measurement of humidity and temperature of each Data Center will be made on sensors located in the hallways.

### **1.3. Electrical Installations**

The electric system must meet the following parameters:

#### **1.3.1. Availability of the Energy System**

Goal: 99,982%

Fault: SERIOUS (penalty according to clause 2 below)

### **1.4. Safety**

#### **1.4.1. Time of storage of images monitored by the cameras installed at CONTRACTOR's Data Center.**

Goal: 30 days

Fault: SERIOUS (penalty according to clause 2 below)

#### **1.4.2. Control of access to CLIENT's space.**

CONTRACTOR must follow the processes for authorization of access established by CLIENT.

Goal: 100% of adhesion to the authorization process

Fault: SERIOUS (penalty according to clause 2 below)

#### **1.4.3. Provision of images captured by the cameras installed at CONTRACTOR's Data Center.**

Goal: 5 days

Fault: MEDIUM (penalty according to clause 2 below)

### **1.5. Changes Process**

Any and all maintenance at the basic infrastructure that may directly or indirectly affect CLIENT's installations, or that may pose a risk to such installations shall be approved in CLIENT's Changes Management process. Communication must follow the instructions contained in CLIENT's Internal Manual of Changes.

CLIENT reserves the right to disapprove the change if it poses a risk to some specific operation or if it is scheduled to an inappropriate date.

Goal: Adhesion to the change process in 100% of the changes

Fault: MEDIUM (penalty according to clause 2 below)

### 1.6 Service

**CONTRACTOR** shall provide a toll-free first-tier service channel aiming at servicing complaints, requests and escalations.

Goal: 80% of tickets serviced within up to 60 seconds.

95% of tickets serviced within up to 180 seconds

100% of tickets serviced within up to 600 seconds

Fault: Medium (penalty according to clause 2 below)

### 1.7. Delivery of reports within the agreed terms.

TYPE OF REPORT	FREQUENCY	DELIVERY TERM
Documents for due diligence	On demand	15 days
Incidents	1 day	1 business day after normalization
Register of access to CLIENT's premises.	Monthly	3rd business day of the subsequent month
Copy of the reports of preventive maintenances performed by specialized companies on the following equipment: Power generators, direct current rectifier, access control system, closed-circuit television system, fire detection system, fire suppression system.	On demand	5 business days
Copy of the reports of preventive maintenances performed by specialized companies on the following equipment: Solid state switches, UPS – Uninterruptible Power System, Battery Banks	On demand	5 business days
Copy of the reports of preventive maintenances performed by specialized companies on the following equipment: Diesel oil storage system.	On demand	5 business days
Copy of the reports of preventive maintenances performed by specialized companies on the following equipment: Air-conditioning machines and mechanic ventilation.	On demand	5 business days
Copy of the reports of preventive maintenances performed by the resident maintenance team.	On demand	5 business days

Report of the Service Level Follow-up Items	Monthly	3rd business day of the subsequent month
Copy of the annual reports of thermographic analysis of the electric power grid panels and devices	On demand	5 business days
Preventive maintenance plan of the basic infrastructure equipment	On demand	Up to December 30 in relation to the subsequent year
Evidence that CONTRACTOR has maintenance agreements with specialized companies for the basic infrastructure equipment, systems and devices (Substations (Trafos+PMTs), GMGs/USCAs /QTAs, UPSs/Batteries, STSs, Chillers, Fan Coils and Precision Selfs), and provision of diesel oil.	On demand	Up to December 30 in relation to the subsequent year
Copy of the power supply agreement guaranteeing the demand used by CLIENT	On demand	5 business days
Report of the ohmic resistance of the Equipotential Grounding System and Lighting Protection System	On demand	5 business days
Evidence that CONTRACTOR has an agreement with the property security service company, as well as Criminal Records of all people who may have access to CLIENT's areas.	On demand	5 business days
Evidence that CONTRACTOR has preventive and corrective maintenance agreements for the access control devices and fire detection and firefighting systems.	On demand	Up to January 30 of each year

Goal: 100% of the terms complied with

Fault: MILD

If contractor decides to perform the Maintenances with its own employees, it shall issue the reports signed by the technical staff.

## 2. Penalties

FAULT	SERVICE	SERVICE ITEM NOT COMPLIED WITH	PENALTY	DEFINITION
<b>SERIOUS</b>				Monthly
	Power	General Unavailability of the Energy System SLA>99,981 General Unavailability	Four times the monthly amount of the Agreement  Forbearance of 1 occurrence per year	Annual
		Massive Unavailability for 10 or more racks	1% per affected rack position applied on the monthly amount of the Agreement	Event
		Partial Unavailability for up to 10 racks	0.5% per affected rack position applied on the monthly amount of the Agreement	Event
	Temperature	General Unavailability of the Air-conditioning System  SLA>99,981 General Unavailability	Four times the monthly amount of the Agreement  Forbearance of 1 occurrence per year	Annual
		Measurement outside the agreed limits, for more than 10 racks	1% per affected rack position applied on the monthly amount of the Agreement	Event
		Measurement outside the agreed limits, for up to 10 racks	0.5% per affected rack position applied on the monthly amount of the Agreement	Event

	Safety	Non-adhesion to contractor's access control process	3% applied on the monthly amount of the Agreement	Upon each event
		Failure to retain the images for the agreed term	3% applied on the monthly amount of the Agreement	Upon each event
	Changes Process	Non-adhesion to the changes process	1% per change not complied with applied on the monthly amount of the Agreement	Upon each event
<b>MEDIUM</b>				
	Humidity	Humidity outside the specified ranges	1% applied on the monthly amount of the Agreement	Monthly
	New Requests	Non-adhesion to the requests process	1% per request not complied with applied on the monthly amount of the Agreement	Upon each event
	Level 1 Compliance	Non-adhesion to the Service process	1% per Service not complied with applied on the monthly amount of the Agreement	Upon each event
	Safety	Failure to provide the images within the agreed term	0.5 per Service not complied with applied on the monthly amount of the Agreement	Upon each event
<b>MILD</b>	Reports	Delivery or availability (infrastructure) of reports within the term	0.1% per non-delivered report limited to 0.5% applied on the monthly amount of the Agreement	upon each event

In the event violation of SLA, **CLIENT** will have the option to terminate this contracting without prejudice to the application of the other penalties contractually set forth, observing the provisions of clause 16.4 of the Agreement and the following criterion:

Forbearance of 3 occurrences during the term of the agreement per Data Center

**Serious Fault - One Serious Fault/Serious Event during the term of the Agreement, the consequence of which was the full unavailability of Client's systems hosted at a Data Center.**

**Three Serious Faults/Serious Events during the term of the Agreement, the consequence of which was the unavailability of at least 50% of Client's systems hosted at a Data Center.**

All fines set forth in contract and herein will be charged on the amount of monthly invoicing.

Fine collection is an option for **CLIENT** and it will be discussed at the monthly Maintenance meetings. If **CLIENT** exempts **CONTRACTOR** from paying the fine, an "Instrument to Release Payment of Fine" will be filled in and executed by the Parties.