



Push-to-talk solution

CORPORATE AND CONTRACTUAL DOCUMENTATION

corePTT Enterprise Agreement

General terms for licenses services equipment and connectivity

corePTT platform

Compliance and governance
Security and data protection

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corePTT governance

Revision 1.3 • 14 October 2026

sales@coreptt.com

COREPTT TECNOLOGIA LTDA

CNPJ 69.599.966/0001-93 • Campinas SP

Revision 1.3 | 14 October 2026

DRAFT FOR LEGAL REVIEW

corePTT Enterprise Agreement

General terms for licenses services equipment and connectivity

Responsible provider	COREPTT TECNOLOGIA LTDA
Trade name	COREPTT TECNOLOGIA
CNPJ	69.599.966/0001-93
Registered office	Rua Comendador Torlogo Dauntre, nº 74, sala 1207, Cambuí, Campinas/SP, CEP 13025-270
Sales and contracting	sales@coreptt.com
Registered telephone number	(11) 9839-0601
Legal privacy and integrity	legal@coreptt.com
Brand and platform	corePTT
Revision	1.3
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This agreement governs the business relationship between the PROVIDER and the CUSTOMER. The Order Form defines what has been purchased; this instrument governs performance, payment, responsibilities, intellectual property, data, security, term and termination.

Provider identification

The PROVIDER is COREPTT TECNOLOGIA LTDA, trading as COREPTT TECNOLOGIA, registered under CNPJ nº 69.599.966/0001-93, with its registered office at Rua Comendador Torlogo Dauntre, nº 74, sala 1207, Cambuí, Campinas/SP, CEP 13025-270.

Sales and contracting: sales@coreptt.com. Registered telephone number: (11) 9839-0601. Legal, privacy, integrity and security: legal@coreptt.com.

The PROVIDER is the legal entity responsible for the commitments it undertakes in corePTT instruments. The CUSTOMER and the representatives of both parties shall be identified in the applicable instrument and must have authority to approve the scope and sign.

1 Parties and contractual documents

This Enterprise Agreement is entered into by COREPTT TECNOLOGIA LTDA, CNPJ 69.599.966/0001-93, with its registered office at Rua Comendador Torlogo Dauntre, nº 74, sala 1207, Cambuí, Campinas/SP, CEP 13025-270, referred to as the PROVIDER, and the legal entity identified in the Order Form, referred to as the CUSTOMER. The PROVIDER and the CUSTOMER are the Parties, represented by persons authorized to enter into the agreement.

The contractual documents comprise the Order Form, this Agreement, the Technical Annex, the DPA, the SLA, the Acceptable Use Policy and any other terms expressly received and accepted, identified by title, version and date. In the event of a conflict, the Order Form prevails regarding scope and price; the DPA regarding processing on behalf of the CUSTOMER; the SLA regarding service levels; and this Agreement

regarding all other matters, subject to mandatory legal provisions. Future policies shall not be incorporated automatically, and there shall be no unilateral retroactive amendment; contractual amendments require a written agreement accepted by the Parties.

2 Subject matter

The PROVIDER shall supply the modules, licenses, professional services, support, equipment and connectivity items selected in the Order Form. Any item not selected is excluded from the subject matter, even if it appears in a presentation, demonstration, previous proposal or public material.

3 Nature of the PROVIDER activities

The PROVIDER makes the corePTT platform available and maintains it, and provides the implementation, integration, administration and support services defined in the Order Form. Third-party equipment, operating systems, networks, cloud services and components remain subject to the rights of their owners. Integration or commercialization does not make the PROVIDER a manufacturer of third-party equipment or an authorized telecommunications service provider; where connectivity is provided, the responsible party shall be identified.

4 Order Form

Each Order Form must be completed and accepted by authorized representatives before commercial activation, specifying quantities, modules, users, features, limits, environment, equipment, services, schedule, acceptance criteria, price, currency, taxes, payment, term, support, SLA, retention, hosting, service providers and responsibilities. A blank field or an unselected item does not imply that it has been contracted; material outstanding issues prevent activation of the corresponding scope. Separate Order Forms are independent unless expressly cross-referenced.

5 Implementation

Implementation may include discovery, design, configuration, integration, testing, training and go-live. The schedule begins when the PROVIDER receives the information, access credentials, equipment and approvals that depend on the CUSTOMER. Delays in these dependencies shall adjust the affected dates without placing the PROVIDER in default.

6 Acceptance criteria

The CUSTOMER shall perform the tests specified in the Technical Annex, within the period and through the responsible persons indicated in the Order Form, and report reproducible nonconformities, identifying the requirement, evidence and impact. A preference or improvement outside the scope does not prevent acceptance of a requirement that has been met. Acceptance shall be documented by authorized responsible persons; silence, use during a free evaluation or simple access to the platform does not convert the trial into a paid engagement or replace express commercial acceptance.

7 License

The license is temporary and limited to the CUSTOMER, authorized users, contracted quantities and contracted term. It does not permit sublicensing, unauthorized resale, reverse engineering, removal of proprietary notices, copying beyond what is necessary or access to source code, except where the law does not permit such restrictions.

8 Third parties and open source

Third-party and open-source components may form part of the solution. Their applicable licenses shall be respected and, where required, made available to the CUSTOMER. The PROVIDER shall not contractually reduce any right granted directly by an open-source license.

9 PROVIDER obligations

- provide the service with professional diligence and in accordance with the contractual documents;
- maintain personnel or partners appropriate to the scope undertaken;
- protect confidential information and personal data under its responsibility;
- report material impediments, applicable incidents and relevant known dependencies;
- provide the support and reports specified in the selected plan;
- comply with the laws applicable to its own activities.

10 CUSTOMER obligations

- designate persons responsible for commercial, technical, administrative, security and privacy matters;
- provide accurate requirements, access credentials, infrastructure, connectivity and decisions within the project deadlines;
- administer users, permissions, devices and lawful use of the environment;
- inform workers and other data subjects about recording, location tracking and monitoring;
- maintain alternative means for operations whose risk does not permit interruptions;
- pay the amounts and taxes for which it is responsible;
- not require the PROVIDER to perform processing or configuration contrary to law.

11 Authorized administrators

The PROVIDER may carry out instructions from registered administrators and contacts, subject to the authority granted, validation appropriate to the risk, and indications of fraud or actions beyond their authority. The CUSTOMER shall update the list without delay. Revocations and suspicions received shall be addressed promptly according to their criticality; each Party's responsibility for earlier or subsequent acts shall be determined according to its conduct, control and applicable law.

12 Equipment

Sale, rental and loan for use shall be identified by item, serial number and delivery condition. The CUSTOMER shall inspect the goods, preserve labels and use appropriate accessories. Manufacturer warranties, wear and tear, accidental damage, loss, theft, batteries, misuse and returns shall be governed by the Order Form and the equipment-specific policy.

13 Connectivity

Where SIM cards or plans are included, the Order Form shall identify the carrier, data allowance, speed, coverage, roaming, use policy and party responsible for regulatory matters. The PROVIDER does not guarantee a signal in every location or control public network unavailability. The CUSTOMER must validate coverage in the operating areas before acceptance.

14 Critical use

The CUSTOMER shall maintain alternative communications and contingency arrangements for emergencies, protection of life, hazardous processes and essential continuity. A production project involving critical use requires specific risk analysis, redundancy, testing, responsibilities, SLA and

acceptance. The free evaluation must not be used as the sole means of critical operation; the platform does not replace public emergency services.

15 Support and SLA

Hours, priorities, channels, availability and credits are those defined in the SLA and the Order Form. The first-response time is not a resolution time. The PROVIDER may reclassify a support ticket with justification based on the demonstrated impact.

16 Scope changes

A change in requirements, quantities, integration, location, schedule or assumptions shall be assessed for its impact on price, time, risk and data protection. Performance depends on written approval by the Parties. Emergency assistance does not permanently change the scope without subsequent formalization.

17 Price and invoicing

Amounts, currency, frequency, due dates and payment methods are set out in the Order Form. Recurring licenses may be invoiced in advance; variable services, overages and authorized expenses may be invoiced after their amounts have been determined. A substantiated dispute must be raised within the period specified in the Order Form and does not suspend payment of the undisputed portion.

18 Taxes

Each Party shall bear the taxes imposed on it by law. Mandatory withholdings must be documented. If a legislative change creates a charge directly applicable to the service, the Parties shall negotiate an economic adjustment to the extent permitted by the agreement and the law.

19 Price adjustment

Recurring prices shall be adjusted at the intervals and according to the index specified in the Order Form. If no index is specified, the IPCA shall apply after the minimum permitted period. A supplier price increase, exchange-rate change or scope change does not automatically adjust prices outside the agreed rule, but may support a proposed revision upon renewal or for the affected component.

20 Payment default

Late payment subjects the CUSTOMER to the charges specified in the Order Form and permits suspension following notice and a cure period, except where there is a risk of fraud or repeated default. Before suspension, the PROVIDER shall consider the operational impact and, where feasible, limit the measure to the unpaid component.

21 Intellectual property

Each Party retains ownership of what it owned before the agreement. Configurations, documentation and deliverables specifically created shall be licensed or assigned as provided in the Order Form. The PROVIDER retains ownership of its tools, methods, libraries, reusable components and general knowledge, without incorporating the CUSTOMER's confidential information.

22 CUSTOMER data

The CUSTOMER and the respective data subjects retain their rights over their data and content. The PROVIDER shall carry out the processing necessary for the service under lawful instructions, and shall not sell the environment's personal data or use communications content for advertising or training AI models

without a specific agreement and an appropriate legal basis. Aggregated metrics require effective anonymization and protection of the CUSTOMER's confidential information.

23 Data protection

The Parties shall comply with the LGPD and the DPA, with roles defined according to purpose. The CUSTOMER is the controller of user, communications and location data that it processes for its purposes, and the PROVIDER processes that data under documented instructions. The PROVIDER may be an independent controller for commercial registration, contract management, invoicing, fraud prevention, legal obligations and defense of its own rights. Security of the environment on behalf of the CUSTOMER does not automatically change the PROVIDER's processor role. Monitoring and recording require a legal basis, transparency and safeguards defined by the controller; contractual acceptance is not blanket consent from users.

24 Security

The PROVIDER shall maintain measures proportionate to the risk and disclose relevant architecture, controls and exceptions. The CUSTOMER shall protect networks, devices, identities and integrations under its control. A specific certification or technical warranty forms part of the engagement only if expressly accepted in the Technical Annex and supported by valid evidence and an applicable scope; this Agreement does not assert any nonexistent certification.

25 Incidents

A Party identifying an incident affecting data or the service shall notify the other without undue delay, providing available information and updates for containment and assessment without awaiting the definitive conclusion of the investigation. The PROVIDER, as processor, shall notify the controller; the controller shall assess mandatory notifications to the ANPD and data subjects and make them within the statutory deadlines, with the processor's cooperation. Each Party's own obligations and costs shall be determined according to cause, control and law.

26 Confidentiality

Information identified as confidential, or reasonably understood to be confidential, shall be used only to perform the agreement and disclosed only to persons who need to know it and are bound by confidentiality obligations. This obligation does not cover information that is public without a breach, was already lawfully known, was received from a third party without restrictions, or was independently developed.

If disclosure is required by law or an authority, the receiving Party shall inform the other where permitted and limit the content to what is necessary. The confidentiality obligation continues for three years after termination; trade secrets and personal data remain protected for the period required by their nature and by law.

27 Warranties

The PROVIDER warrants that it shall provide the services with professional diligence and correct reproducible nonconformities under its control in accordance with the support terms. It does not warrant that the service shall be uninterrupted, free from all errors or compatible with unapproved components. Statutory warranties that cannot be excluded remain in effect.

28 Limitation of liability

Except in cases of willful misconduct, gross negligence, fraud, breach of confidentiality, intellectual property infringement, breach of a data protection obligation attributable to the Party, or circumstances in which the

law does not permit a limitation, each Party's liability for direct damages arising from the commercial operation is limited to the amount paid or payable by the CUSTOMER in the twelve months preceding the event. The application and extent of this limit depend on its legal validity in the specific case and do not exclude warranties, compensation or nonwaivable rights. The limit does not apply to the free evaluation, whose free nature does not release the Parties from statutory duties.

Neither Party is liable for indirect damages, remote lost profits or avoidable losses where there is no causal link. This exclusion does not prevent reimbursement of direct and reasonable costs of incident response, restoration, notification or a judgment in favor of a third party where legally attributable.

29 Third-party indemnification

A Party that causes a third-party claim by breaching its obligations shall defend and indemnify the other in proportion to its responsibility, provided that it receives notice, cooperation and reasonable control of the defense. A settlement that imposes an obligation or an admission on the protected Party requires that Party's consent.

30 Compliance and anti-corruption

The Parties shall comply with applicable law, including anti-corruption rules and Law nº 12.846/2013 where applicable, applicable economic sanctions, export rules and their own labor obligations. Improper benefits, fraud, unlawful favoritism and use of the relationship to circumvent purchasing processes, authorization levels or internal controls are prohibited. Approvals and changes shall be recorded by authorized representatives. Suspicions of fraud, conflicts of interest or irregularities may be reported to legal@coreptt.com, with restricted access to the investigation and no retaliation for good-faith reports.

31 Audit

The CUSTOMER may request reasonable evidence of compliance once a year or after a significant incident. An on-site audit requires justification, confidentiality, prior notice and preservation of other customers' security. Extraordinary costs shall be borne by the requesting party, unless a material nonconformity by the PROVIDER is confirmed.

32 Subcontracting

The PROVIDER may engage suppliers to perform part of the service while remaining responsible for its undertaken obligations. Subprocessors with access to data are governed by the DPA. The CUSTOMER may not transfer operation of the platform to a third party outside its group without authorization.

33 Term and renewal

The commercial term begins on the date entered and accepted in the Order Form, after the engagement has been formalized. The initial term, minimum commitments, renewal and notice of nonrenewal shall be expressly selected and accepted. Automatic renewal of a commercial service shall exist only if selected and accompanied by the term, conditions and notice in the Order Form; a blank field does not authorize it. Obligations concerning payment of valid amounts, confidentiality, intellectual property, data and liability survive for the applicable period. The free evaluation does not begin a paid term, renew automatically or convert into a commercial engagement.

34 Termination

The Party that has fulfilled its obligations may terminate for a material breach not cured within thirty days of notice, unless the Order Form specifies a different period or immediate action is necessary. Termination is

also permitted for insolvency, serious unlawful use or definitive impossibility of the subject matter. Overdue amounts and minimum commitments remain enforceable according to the cause.

35 Exit and return of data

Upon termination of the service, the PROVIDER shall make the export specified in the Order Form available for the contracted period. Migration, format transformation and additional assistance shall be charged where they are outside the scope. After that period, data shall be deleted or anonymized under the DPA, subject to backups, legal obligations and preservation of evidence.

36 Force majeure

Neither Party is liable for delays caused by an unavoidable event outside its reasonable control, provided that it gives notice, mitigates the impact and resumes performance when possible. Lack of financial resources does not constitute force majeure. If the impossibility continues for more than sixty days, either Party may terminate the affected item without a penalty for the future period.

37 Communications

Contractual notices shall be sent to the contacts in the Order Form, with records of dispatch and receipt according to the agreed medium. Sales and contracting: sales@coreptt.com; registered telephone number: (11) 9839-0601. Legal, privacy, integrity and security: legal@coreptt.com. Changes of address and contact details shall be reported. Operational tickets shall be directed to the support channels defined in the Order Form; they do not replace a formal notice of termination or dispute without confirmation of receipt by the responsible person, and urgent security alerts must be escalated promptly.

38 Assignment

Neither Party shall assign the agreement without the other's consent, which shall not be withheld without reasonable grounds. Assignment is permitted in a corporate reorganization or substantial sale of the operation, provided that the successor assumes the obligations and the assignment does not reduce data protection or the ability to perform.

39 Electronic signature

The Parties may sign physically or electronically through a method accepted by both that records authorship, integrity, version, date and time. The signatory shall declare their authority to represent the relevant Party. Article 10 of Provisional Measure nº 2.200-2/2001 and the requirements of the method used apply. Copies and counterparts signed at different times form a single instrument provided that they correspond to the same accepted version.

40 Governing law and jurisdiction

Brazilian law applies. The Parties shall seek an agreed solution through representatives with decision-making authority, without preventing urgent measures or the exercise of rights. The courts of the Judicial District of Campinas/SP are chosen because of their connection to the PROVIDER's registered office, subject to mandatory statutory jurisdiction and consumer protection rules where applicable.

Development and intellectual property

The PROVIDER or its licensors retain the rights to corePTT, the platform, preexisting components, reusable connectors, methods, documentation and internal tools. Developments exclusively for the

CUSTOMER shall be assigned only when the Order Form expressly defines the subject matter, code, documentation, remuneration and extent of the assignment.

Contracting configuration, integration or customization does not imply transfer of source code or exclusivity. Open-source and third-party components remain subject to their own licenses. The CUSTOMER's data and content do not become the PROVIDER's property.

Development customization and acceptance cycle

On-demand services shall be described by scope, assumptions, dependencies, deliverables, stages, schedule, estimate, price and objective acceptance criteria. A change in requirements, integration, volume, manufacturer, version, infrastructure or data may trigger an impact assessment and an additional proposal. The CUSTOMER shall provide access credentials, information, decisions and persons responsible for validation within the agreed periods.

A defect is a reproducible discrepancy between the delivery and the approved criterion. Enhancements, new rules, subsequent third-party adaptations and changes of preference are not defect corrections and may be treated as new requests. Support, enhancement maintenance, warranty and incorporation into the standard version depend on the Order Form.

Hosting retention and backups

The CUSTOMER may contract a shared or dedicated environment. The PROVIDER shall be responsible for managing the servers and components included in the managed service, subject to the responsibility matrix. Exclusivity of a physical machine, region, provider, IP address, database, network or team shall exist only where expressly stated.

In the commercial operation, retention categories and periods shall be selected and accepted in the Order Form and the DPA. A rolling window of up to 90 days for recordings or other content applies only when expressly contracted and compatible with the controller's purpose; it is not a general storage period for all data. Longer retention, archiving, immutability, recurring export and special preservation depend on a valid additional scope. Frequency, backup retention, RPO, RTO and restoration are separate fields and must not be confused with content retrieval.

Free 7 day evaluation

The free evaluation, where authorized in a separate instrument, lasts 7 calendar days, equivalent to 168 hours from activation as communicated to the CUSTOMER. Before access is released, the activation schedule must record the start, end, Brasília time zone, responsible persons, limits, features, hosting and service providers. The license costs R\$ 0,00; additional services, connectivity and equipment depend on their own previously accepted terms. At the end, access may be suspended without automatic renewal, automatic conversion to a paid plan, retroactive charges for the trial or any obligation to purchase. A free extension requires written approval and a new end date. Continuation depends on an accepted proposal and formal contracting through sales@coreptt.com; merely contacting sales does not extend access or guarantee preservation of data.

During the free trial, the CUSTOMER must perform or request the necessary exports before the trial ends. Without an engagement or legally necessary preservation, operational content shall be deleted or anonymized within 30 calendar days after the end; any residual backup copies shall be purged within 90 days after the end, with restricted access and no operational reuse. The periods shall be validated against the architecture before signature. Legal retention and the regular exercise of rights follow their own periods and purposes. The trial does not guarantee retention of recordings for 90 days or recovery of content already deleted.

External dependencies and allocation of responsibility

The PROVIDER is not liable for unavailability caused exclusively by a third-party network, service, API, equipment or software outside its reasonable control, provided that it did not contribute to the event and fulfills the diagnosis, communication, mitigation and escalation obligations specified in the SLA. No provision excludes liability that cannot be excluded under applicable law.

Document control

Field	Record
Document owner	COREPTT TECNOLOGIA LTDA
Coordination and legal review	Responsible person to be designated by the PROVIDER before signature
Sales and contracting	sales@coreptt.com
Legal privacy and integrity	legal@coreptt.com
Revision and date	1.3 • October 14, 2026
Status	Draft for legal review

PROVIDER	CUSTOMER
COREPTT TECNOLOGIA LTDA	Registered company name specified in the Order Form
CNPJ 69.599.966/0001-93	CNPJ specified in the Order Form
Representative name and position	Representative name and position
Electronic signature	Electronic signature