GENERAL TERMS AND CONDITIONS OF USE
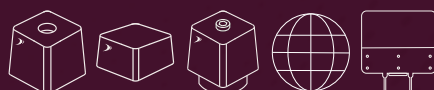
Dynamox

1. Definitions

Throughout the document we may use words whose meaning is, in plural or singular, as follows:

Dynamox	Developer and owner of the DynaPredict solution.
Client	Company acquiring the DynaPredict solution.
User	The individual who, on behalf of the Client, will use the solution offered by Dynamox.
Applications	The Mobile Application and Web Platform owned by Dynamox.
Controller	The natural or legal person responsible for decisions concerning the processing of personal data, herein represented by the Client.
Processor	The natural or legal person who performs the processing of personal data on behalf of the Controller, herein represented by Dynamox.
Data	It includes the concept of "Personal Data" and "Sensitive Personal Data", as well as any other element that together identifies or comes to identify a natural person.

Data Protection Legislation	It refers to Federal Law No. 13,709/2018, known as Lei Geral de Proteção de Dados ("LGPD") and any subsequent amendments, as well as (whenever and wherever applicable) the Federal Constitution, the Civil Code, the Marco Civil da Internet or Brazilian Internet Bill of Rights (Federal Law No. 12,965/20014), its regulatory decree (Decree No. 8,771/2016) and other sectorial or general rules on the subject.
Contract	It refers to these General Terms and Conditions of Use or any contract, as amended, which the Parties have entered or may enter under which personal data will be processed.
Security Incident	It refers to any incident of improper or unauthorized access, or even leakage or loss of personal data.
Sub-Processor	Third parties involved in the personal data processing chain.

These "General Terms and Conditions of Use" govern the provision of access services to the DynaPredict mobile application, as well as to the DynaPredict Web Platform, including the licensing, provision, maintenance and updating of the aforementioned services provided on behalf of the Client through the User, which begins when the User registers. The services will be provided directly by Dynamox's Technical Support team and will allow the Client, through the registered User, to manage the functionalities acquired through the "Mobile Application" and the "Web Platform", for the exclusive use of the User, granted after acquiring the solutions and receiving specific access credentials, with access privileges that can be delegated, identified, controlled and transferable to lower hierarchical levels, exclusively by its "Administrator".

Other services may be contracted and will be managed under specific contractual conditions between Dynamox and the Client. As part of the understanding of these "General Terms and Conditions of Use" is the "Privacy Notice", which clarifies to the Client and User their rights and responsibilities with their registration data, as well as the processing of data obtained by the acquired solutions, and which refer to asset vibration and temperature measurements, among other data. Important: Any person, hereinafter referred to as User, who, in possession of a login and password acquired upon registration, and who will use the Applications that provide the functionality of the acquired Solutions, must identify themselves and formally accept the conditions set out in this document, "General Terms and Conditions of Use", and the Applications can only be used for the purpose of the Solutions acquired, exclusively

after their acceptance/consent has been registered, in accordance with current legislation. The "User" is not authorized to use "Dynamox's" technological solutions unknowingly or differently than what they are intended to do, and "Dynamox" shall not be liable for any consequences of improper, incorrect, inadequate, unintended, unauthorized, or not recommended use, in environments not allowed or outside the scope of the Certifications of the product supplied and the tools that complement the technological solution acquired: "Mobile Application" and "Web Platform" (the "Applications"). The company is also not responsible for any damage caused to third parties, or even the momentary or definitive downtime of the solution, destruction, or any failures caused by use that is not qualified in the specific instructions of the product and its certification, which are widely publicized and freely accessible on the website: https://dynamox.net/.

"ACCEPTANCE OF THE "GENERAL TERMS AND CONDITIONS OF USE" IS A PRIORITY AND IT IS INDISPENSABLE TO USE THE COMPLETE SOLUTION AND TO ACCESS THE MOBILE APPLICATIONS AND THE WEB PLATFORM (THE "APPLICATIONS"), AN INTEGRAL PART OF THE ACQUIRED SOLUTION AND ITS WARRANTIES".

2. About the registration process

2.1. In order to access the Applications, Dynamox may require the User to register for non-charged services and/or to register before choosing a paid service plan, previously offered to the Client for analysis. When the User registers, the User agrees to provide true, correct, up-to-date and complete information ("Registration Data") as requested in the format provided, or possibly by direct contact.

2.2. Dynamox may rely on User Registration Data to establish its business status, to provide information about the Services (in accordance with its Privacy Notice) or, alternatively, to identify and/or contact the User. If the User's Registration Data is not true and correct, or is out of date or incomplete, Dynamox may notify by e-mail that the User terminate the Service immediately or suspend the account and all current or future use of the Services (or any part thereof).

2.2.1. The confidentiality of information and data security are subject to the "Privacy Notice": https://dynamox.net/responsibility/.

2.3. The User will be registered through the administrator profile of Dynamox's solution's Paying Client, with whom a partnership is already established. The User will then receive an e-mail requesting confirmation of registration and password registration. The User is responsible for maintaining the confidentiality of the password and account and is fully and exclusively responsible for all activities that occur from the use of his/her password and account.

2.4. The User will be responsible for the activities carried out on his/her account, whether the activity was authorized or carried out by the User, his/her contractors, colleagues,

representatives or third parties. An exception to the User's liability is only possible if Dynamox fails to comply with the General Terms and Conditions of Use.

2.5. It is the Client's responsibility to remove access permissions from Users who are terminated or who, for whatever reason, should no longer access the system. Dynamox shall not be liable for any loss or damage arising from the Customer's failure to comply with the provisions of this section.

3. Access Infrastructure

3.1. Mobile Application

The Client is solely responsible for the availability of a compatible Smartphone, which will serve as a means for the User to access the Mobile Application, part of the acquired solution. In addition, the Client must provide the User with internet access, data network, and the cost of any telephone calls, all of which are the Client's responsibility for use and maintenance. Therefore, DYNAMOX will not be responsible for the means required by the User to access and use the Applications.

3.2 DynaPredict Web

The Client is solely responsible for the availability of a compatible Computer, so that the User can connect to the DynaPredict Web solution, as well as Internet connection, whose responsibility for use and maintenance rests exclusively with the Client.

4. Technical Support

4.1. If the User needs any help to use the Applications, he/she must contact Dynamox's Technical Support service for the necessary clarifications. The Support service may be free or chargeable. When charged, the terms and conditions will be presented prior to performing the service, both for remote and on-site services.

4.2. The Technical Support service provides extensive technical guidance material via the website https://support.dynamox.net/en. Contact is also available via chat, on the aforementioned page, by e-mail, telephone, WhatsApp business and scheduled video calls. However, no guarantee can be given to the User regarding any particular solution or result suggested by the Technical Support services.

4.3. If the User deems a field technical visit to be necessary, the request must be made in writing, with the technical and service details for Dynamox's Technical Support team, which will evaluate and respond to the requester. To this end, the costs will be established and, once approved, will be charged to the User upon the issuance of the relevant documents for the provision of this service.

5. Remuneration for the Continuous Use of Applications

5.1. Dynamox offers the User, at no additional cost, a Basic plan for accessing and using data from the Applications, which may have limitations in terms of functionality, period of use or number of online sensors. For unrestricted full access, as well as access to advanced functionalities, such as Integrated Inspection, Automatic Defect Detection, Automated Fault Prognosis, or others that are part of the offer to use and process the Application's data, pricing will be agreed upon.

6. Limitations of Warranties

6.1. Since the Mobile Application and the Web Platform are an operational part of the acquired solutions, Dynamox is committed to making corrections and changes necessary for their perfect functioning, even if it changes the forms of use, and is committed to complying with the legal and regulatory requirements arising from the activity, in order to preserve or extend the benefits of the functionalities of the products acquired by the User.

6.2. To this end, Dynamox may change, suspend, replace, terminate or discontinue any aspect of the Applications at any time, including the availability of any part of the services, information, features or access, so that such aspects do not interrupt the operability of its products and services.

6.3. Although Dynamox has made its best efforts to ensure that the content of the Applications is reliable, no warranty (express or implied) can be given as to its accuracy, integrity or impartiality and, therefore, the User must, if necessary, obtain independent verification of any of the information contained therein, as optional and particular validation evidence.

6.4. In these "General Terms and Conditions of Use", the User expressly agrees that the Applications are provided as they are at the time of acceptance and without warranty of any kind, whether explicit or implicit.

Furthermore, Dynamox cannot be held responsible for repairing any types of errors or defects of origin of unknown or unforeseen solution. It will not be held responsible for possible interruptions to activities due to the instability of the servers that host them (Google Cloud Platform, contracted public cloud) and/or network providers, or for any damage or loss that unavailability of any kind may cause to the User or to their own interests or those of private or public third parties.

7. Responsibilities

7.1. The User hereby declares that Dynamox and its legal representatives are exempt from any liability for the misapplication of the acquired Solutions, from failures or fluctuations in performance, and from any third-party claims that may arise from misuse of the Applications and any service offered by these tools, including any expenses for downtime losses, physical damages, implied moral damages, public or private lawsuits, procedural

costs or fines. Dynamox and its legal representatives are also exempt from legal fees and notary expenses for any action arising from the issues mentioned in this paragraph, and the User assumes full responsibility for their actions.

7.2. Therefore, the User undertakes to use the technologies referred to in this document in accordance with Dynamox's specific instructions and the strict conditions of product certification, and to operate in accordance with the laws in force in the country in which the User is located and the applicable regulations and standards contained in these General Terms and Conditions of Use.

8. Personal Data Protection

8.1. Dynamox commits to comply with Law 13,709/18 - General Data Protection Law (Lei Geral de Proteção de Dados – LGPD), as the Processor of the personal data received from the User.

8.2. In order to provide access to the DynaPredict Platform, Dynamox may process the following User's personal data in order to enable access to the cloud environment:

First name (not required); last name (not required); e-mail address; photo (not required).

8.3. The cloud infrastructure offered by Dynamox is located at Google Belgium (SUB-PROCESSOR) and meets all the security measures required for ISO-27018 certification: https://cloud.google.com/security/compliance/iso-27018?hl=pt-br.

8.3.1. In addition to the above, Dynamox uses the following sub-processors:

- Google Cloud Platform
- AWS
- Mongodb Atlas
- Confluent Kafka
- Microsoft Azure

8.4. Users wishing to exercise their rights provided in the LGPD must contact the Client in accordance with Article 18 of the aforementioned law or contact Dynamox by e-mail at dpo@dynamox.net or via the data subject rights page available on Dynamox's website or via the Privacy Web Form link (onetrust.com).

8.5. Upon termination of the contract between Dynamox and the Client, personal data may be pseudonymized or deleted at the Client's request.

8.6. Dynamox as the PROCESSOR of the personal data received from the User undertakes to: Carry out the processing of personal data on behalf of the Client in accordance with the purpose of this Term; Not share the personal data received from the User, except

for compliance with the Client's legal obligations; Communicate to the Client any security incidents involving personal data that may entail a relevant risk or damage to data subjects; Implement security measures in line with the applicable standards in its industry, designed to ensure the security, confidentiality and integrity of Personal Data and protect them from unauthorized disclosure or access, as well as from accidental or unlawful destruction, loss, alteration, communication or any form of improper or unlawful Processing, including the implementation of administrative, technical and organizational measures appropriate to each category of Personal Data to be Processed, such as encryption and anonymization of Personal Data, where appropriate.

9. Intellectual Property Rights

9.1. The Applications and Services, their structure and all the resources contained therein, all information, data, texts, images and graphics, codes and all the components used in the Applications are protected by copyright and other intellectual property rights. The information contained in the Applications and their content shall not be modified, reproduced (in whole or in part), distributed, shared, transmitted to any other person or entity, incorporated in any document or other material, or linked to (by electronic means or otherwise) without the express consent of Dynamox, except as authorized in these General Terms and Conditions of Use. The license to use the Applications is granted on a non-exclusive, non-transferable, and non-sublicensable basis. Dynamox reserves any and all rights to its trademarks, copyrights and other intellectual property rights used in the Applications and their use is prohibited without its express written authorization, under penalty of infringement, to which the transgressor must respond judicially.

10. Final Provisions

10.1. The content of these General Terms and Conditions of Use is valid for an indefinite period. Should the conditions expressed herein require amendment, a new version will be made available, which will come into force 10 (ten) days after publication. After this period, it will be considered understood and accepted. If you disagree with the terms of the new publication, you can always cancel the registration and stop using the services.

11. Declaration of Legal Capacity

111.1. The User declares under his/her full responsibility, for legal purposes, to have the legal capacity to express his/her agreement with these General Terms and Conditions of Use. The User also declares that he/she has read, understood, and agreed to the terms of this document.

11.2. It further declares that, should any provision hereof be considered invalid, illegal or unenforceable in whole or in part, the validity and legality of the remaining provisions will remain in full force and effect for all legal purposes.

11.3 Tolerance of non-compliance with any provisions of this Contract will not imply a waiver by Dynamox regarding the exercise of any rights provided herein.

11.4 The User acknowledges and agrees that Dynamox may, at its sole discretion, at any time, assign or transfer, in whole or in part, its rights and obligations herein contracted.

12 Legislation and Jurisdiction

12.1. This document "General Terms and Conditions of Use" is governed by, but not limited to, the laws of the Federative Republic of Brazil, and the parties elect the District Court of the Capital of the State of Santa Catarina, to the detriment of any other, however privileged it may be, to settle any future disagreements arising therefrom.