

Technical Assistance and Support Services Agreement

This document is a legal agreement between **NETMAKE SOLUÇÕES EM INFORMÁTICA**, a private legal entity enrolled with the CNPJ/MF under No. **04.095.869/0001-18**, with its registered office at Presidente Kennedy Avenue, No. 1001, Pernambuco, CEP 53.230-630, hereinafter referred to as **CONTRACTOR PARTY**, and the client (natural or legal person), hereinafter referred to as **CONTRACTING PARTY**, and describes the rights and obligations of both parties with respect to the **SCRIPTCASE SUPPORT SERVICE**.

CLAUSE ONE: ACCESSION OF THE CONTRACT

By clicking on *proceed*, the **CONTRACTING PARTY** confirms the acceptance of the terms and conditions of use in this contract described.

CLAUSE TWO: OBJECT OF THE CONTRACT

The purpose of this agreement is to provide the **SCRIPTCASE SUPPORT SERVICE**, which aims to assist in the use of the **Scriptcase tool**.

CLAUSE THREE: THE OBLIGATIONS OF THE PARTIES INVOLVED

3.1 Responsibilities of the **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA):**

3.1.1 The **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)** undertakes to assist customers in solving problems regarding the use of **SCRIPTCASE** software as described in **CLAUSE TWO**.

3.1.2 The **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)** has no guarantee that it will solve all problems with respect to **SCRIPTCASE**.

3.1.3 The **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)** undertakes to keep confidential all information and/or systems made available by any client.

3.2 Responsibilities of the **CONTRACTING PARTY:**

3.2.1 The **CONTRACTING PARTY** is fully responsible for its hardware, operating systems, network configuration, database installation, database configuration, network maintenance and installation, using any of its own control system to access files necessary for **SCRIPTCASE** support.

3.2.2 The **CONTRACTING PARTY** undertakes to authorize the **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)** to use, with limited access, proprietary systems, in order to solve the service problem.

3.2.3 The **CONTRACTING PARTY** is responsible for making all backups of the **Scriptcase** and the projects made in it. To take care of the damages

resulting from permanent and irreparable damage to the database when they assume their own responsibility (not making backups, physical damage to storage units, viruses, etc.);

3.2.4 The **CONTRACTING PARTY** take responsibility for any legal infraction, in the civil, criminal, authorial and all other areas, that may eventually be committed with the use of the contracted software/service.

CLAUSE FOUR: TYPES OF SUPPORT SERVICES

The support plans listed below apply to all license plans available on the SCRIPTCASE website (www.scriptcase.net).

4.1 All support plans include the following basic features:

- Download updated tutorials and project templates (available on the website www.scriptcase.net);
- Unlimited access to the public forum of doubts conducted by the **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)** under the web address www.scriptcase.net/forum;
- Amount of tickets compatible with the support plan purchased.

4.2 Other support resources differ depending on the plan purchased, the details of which are described below:

4.2.1 BRONZE Support Plan:

- Support by Ticket - Response guarantee within 24 hours (during business hours - See **section 6.1**)

4.2.2 SILVER Support Plan:

- Support by Ticket; - Response guarantee within 24 hours (during business hours - See **section 6.1**)

4.2.3 GOLD Support Plan:

- Support by Ticket; - Response guarantee within 24 hours (during business hours - See **section 6.1**)

SINGLE PARAGRAPH: Support plans do NOT cover support for custom application and database codes, nor the construction of custom applications outside the scope of Scriptcase.

CLAUSE FIVE: SUPPORT SERVICE'S METRICS

All support features listed in this section, except the Ticket Service, will be measured in *minutes* and will be available up to the limit of the amount of minutes purchased by the **CONTRACTING PARTY** according to the plan purchased.

5.1 Ticket Service

- All ticket support requests will be met in the period foreseen for the support plan purchased by the **CONTRACTING PARTY (See section 4)**;
- Actual response time may be faster depending the internal quantity of attendances;
- Access to the ticket service must be done through the website www.scriptcase.net/support, informing the login credentials and password of the **CONTRACTING PARTY's** Scriptcase account.

CLAUSE SIX: THE TERMS OF THE SUPPORT

6.1 Service Hours

Access to all the basic assistance resources available on the SCRIPTCASE website (online documentation, knowledge base, question forum) will be available 24 hours a day, 7 days a week, 365 days a year - except in cases of unforeseen Internet service of the **CONTRACTING PARTY** or exceptions provided by the **CONTRACTOR PARTY (NETMAKE SOLUÇÕES EM INFORMÁTICA)**. Eventual occurrences of unavailability of access to basic support resources should be communicated as far in advance as possible at www.scriptcase.net.

6.2 Response Time

The expected response time for each support plan will be measured

from receipt of the request via ticket until the moment of service (by verbal or written communication) by the **CONTRACTOR (NETMAKE SOLUÇÕES EM INFORMÁTICA)**. The actual time required to complete the ticket may be longer than the maximum response time listed in **each plan**.

6.3 Problems with Scriptcase Tool Malfunctioning

In case of a bug in the Scriptcase tool, that is, a defect, failure or error in the internal code generated by Scriptcase that causes its malfunction, tickets will be forwarded to Netmake's internal development department for correction and will follow deadlines established by **Netmake**.

Cases reported as bugs will not be counted in the contracted support service.

NOTE: If there is a problem in the operation (bugs, installation issues, connection issues, deployment issues) the **user** can report directly to the email bugs@scriptcase.net, regardless of the support plan purchased.

6.4 Procedures not covered by the Support Service

The Support Service **DOES NOT** cover the following procedures:

- Creation of customized applications;
- Creation and maintenance of customized programming codes;
- Creation and manipulation of intellectual property of business rules of the **CONTRACTING PARTY**;
- Construction and maintenance of web environment (eg.: web and PHP server configurations, database installation and the like).

CLAUSE SEVEN: TERMS AND TERMINATION

The **SCRIPTCASE SOFTWARE SUPPORT SERVICE** will commence from the effective date of the agreement up to the period established by the purchased plan (90, 180 or 365 days). At the end of the term, the service will be terminated automatically and accumulated hours that have not been spent can not be used later. **The client (the CONTRACTING PARTY)**, may choose to renew the support service at any level and at any time, provided that the **CONTRACTOR (NETMAKE SOLUÇÕES EM INFORMÁTICA)** agrees. The remaining minutes of the previously purchased plan can not be applied to the new plan.

CLAUSE EIGHT: THE FORUM

The City of Recife-PE Forum is elected to resolve any doubts or controversies arising from the application or interpretation of the clauses contained in this agreement, renouncing the parties to any other, however privileged it may be.

CLAUSE NINE: THE AGREEMENT OF THIS AGREEMENT

Finally, after the agreement of the clauses provided in the course of this contractual instrument above and the acceptance of the terms by means of electronic acceptance, the contracting will be consolidated and this instrument will be fully valid. Accordingly, the parties agree to this agreement.