



SSG 5002 - EULA

End-User License Agreement

MT4 TECNOLOGIA LTDA | senhasegura USA LLC

senhasegura.com

EULA (End-User License Agreement)

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EULA (End-User License Agreement)

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading, activating or using senhasegura solution.

Objective

The purpose of this document is to establish a fair and balanced agreement between the licensor company and end-user for the use of the solution, protect the licensor's intellectual property rights and confidential information, ensure compliance with applicable laws and regulations, and define the terms and conditions for the use of the solution.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. You are considered to be not a minor, not under age, if you keep using our application You represent that you are over age. Our services are designed for users above the age of 16 or 18, depending on the applicable legislation.

Service refers to the Application or the Website or both.

Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

Application means the software program, that contains all products, sub-modules, modules, sub-modules, libraries and sub-libraries, components and sub-components included developed or that will be further developed and integrated into the system by the Company available to You on

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any electronic device, which can be referred to each product or module website, PAM Core, GO Endpoint Manager, Certificate Manager, DevOps Secret Manager, MySafe, Domum Remote Access, Cloud IAM, Discovery, Executions, Orbit Config Manager, Protected Information, Task Manager and/or A2A - APIs.

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) in USA: senhasegura USA LLC, 16192 Coastal Highway, Lewes, Delaware, USA; in Brazil: MT4 TECNOLOGIA LTDA., A limited liability company incorporated under Brazilian law, headquartered in Brazil, at Street Joaquim Antunes, 767, Pinheiros, in the Capital of the State of São Paulo, CEP 05415-001, registered with the CNPJ/MF 04.626.836/0001-57, and with state registration (SP) 108.354.656.114

Company Partner means resellers, distributors who provide the highest levels of success providing the security solutions supplied by senhasegura, it also include our security alliance partners who are committed to collaborating with applied security technology.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Country refers to the place and legislation of origin.

Data Protection Laws means all applicable privacy and data protection laws, their regulations, regulatory guidance and secondary legislations, including: (a) the General Data Protection Regulation (EU 2016/679) (the "GDPR"); (b) the California Consumer Privacy Act ("CCPA") and the California Privacy Rights Act ("CPRA"); (c) General Data Protection Law ("LGPD") N° 13.709 of 2018; (d) any other laws that may be applicable.

Device means any device that can access the Application or the website, such as a computer, a cellphone, or a digital tablet.

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Documentation means the documentation from the Company about the Application and available public and online at <https://docs.senhasegura.io/>

Error means a reproducible defect or fault of the Application to perform in substantial conformity with its Documentation

Subscriptions refer to the Services or access to the Service offered on a subscription basis by the Company to You.

Family Sharing / Family Group permits You to share applications downloaded through the Application Store with other family members by allowing them to view and download each others' eligible Applications to their associated Devices.

PAM: Privilege Access Management is a solution that helps protect, control, manage and monitor privileged access to critical assets.

Penetration Test ("pen test") is a procedure performed to assess the security of the system;

senhasegura It is a framework that contains all products, sub-modules, modules, libraries and sub-libraries, components, and sub-components including developed or that will be further developed and integrated into the system by the Company, on which this EULA is based.

Third-Party Services means any services or content (including data, information, applications, hosting and other products and services) provided by a third party that may be displayed, included, or made available by the Application.

User is the Person authorized to access the company and enjoy its features, through login and password.

Website refers to senhasegura, accessible from <https://senhasegura.com/>.

Acknowledgment

The application of this EULA is based on the Data Protection Laws of your country, excluding its conflicts of law rules. The Data Protection Laws shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

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By clicking the "I Agree" button, downloading, activating or using the Application, You agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download, do not activate, or do not use the Application.

This Agreement is a legal document between You and the Company, and it governs your use of the Application made available to You by the Company.

This Agreement is between You and the Company only and not with the Company Partner or the Application Store. Therefore, the Company is solely responsible for the Application and its content. Although the Company Partner and the Application Store are not a party to this Agreement, they have the right to enforce it against You as a third-party beneficiary relating to your use of the Application.

Since the Application cannot be accessed and used by other users via, for example, Family Sharing / Family Group, the use of the Application by those users is expressly prohibited.

The Application is licensed, not sold, to You by the Company for use strictly by the terms of this Agreement.

Liability of Use

You understand that the products and services offered by the Company are mission-critical that store confidential and critical information for the business and for the User.

If you bought a SaaS license from us it is Your responsibility to keep the application of senhasegura access always updated to its latest available version to ensure that all feature updates, corrections, and security enhancements made available by the manufacturer are updated unless otherwise specified in the License Agreement indicating that the update is the responsibility of the Company.

You are aware that the application automatically and periodically reports the installed version to the Company to ensure the receipt of notifications and alerts from the application regarding necessary updates to keep the environment intact, secure, and in its best performance.

You can consult Application versioning data and pending updates through the Application, as well as request the reported information from the Company at any time.

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You are aware that the misuse of the tool's components by its Users can result in permanent damage and unavailability of the solution, as well as the permanent loss of critical information.

If the User or You decides to carry out Penetration Testing on its own or for a third party, the Company must be called to accompany the tests. The results of these tests are confidential information, and cannot be disclosed to anyone other than the User and the people directly involved in the test itself.

Any security vulnerabilities eventually identified by the User must be reported solely and exclusively to the Company.

Acquisition types

Subscription

License

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as hourly, daily, weekly, monthly or annually), depending on the type of Subscription plan defined.

During the support period and its renewals, the customer will receive updates and will be entitled to support. After the subscription contract ends, the system will be deactivated on the customer's machine.

Cancellation

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period. For any questions please contact us

Perpetual

License

The system is installed on the customer's infrastructure, and activation is performed to enable the customer to use the software **indefinitely**. During the support period, the customer will receive updates and support from SenhaSegura's technical team.

Cancellation

After the support contract ends, the customer may continue to use the software but will not be entitled to updates or support, unless they choose to renew the support contract. If you have any questions, please do not hesitate to contact us.

SaaS

License

The system is installed on SenhaSegura's infrastructure. The customer is granted access to use it during the contracted period, eliminating the need to install and maintain the software on their infrastructure. It offers scalability, cost-effectiveness, and easy maintenance and updates.

Cancellation

Upon termination of the contract, the access to the system will be revoked unless the consumer opts for renewal. If you have any questions, please do not hesitate to contact us.

Billing

You shall provide the Company with accurate and complete billing information, including full name, address, state, zip code, telephone number, valid payment method information, and any other information relevant to process the purchase.

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If the automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a specific deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly by the terms of this Agreement.

You may only use the Application on a Device You own or control and as permitted by the Documentation. The license granted to You by the Company is solely for non-commercial purposes strictly by the terms of this Agreement.

License Restrictions

You agree not to, and will not permit the User and others to

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Copy or use the Application for any purpose other than as permitted under the above section 'License'.

Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any application part.

Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, are and shall remain the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You concerning any third-party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company, not the Application Store or the Company Partner, shall be solely responsible for the investigation, defense, settlement, and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions provided by You to the Company concerning the Application shall remain the sole and exclusive property of the Company.

You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify, and exploit such Feedback without restriction.

Modifications of the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, the Company shall make all reasonable efforts to give notice in advance.

Updates to the Application

The Company periodically may provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades, and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

Note with the SAAS acquisition, it is not necessary to perform updates.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

The Company does provide support prior to the activation. To the extent that any maintenance or support is required by applicable law, the Company, not the Application Store or the Company Partner, shall be obligated to furnish any such maintenance or support.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications, and other products and services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality,

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or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You, and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Privacy Policy

Our Privacy Policy is available on our website, detailing the data we collect, store, and share. We do not sell any information. By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Data Privacy Policy.

Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company or You may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with a prior notice over a notification in writing thirty (30) calendar days in advance.

The unauthorized use of the Application constitutes a breach of the provisions of this Agreement and, when it is caused by You or the User, it may lead to an immediate termination of the License of the Software.

This Agreement will terminate immediately, without prior notice from the Company, if You fail to comply with any provision of this Agreement.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from all Devices.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) or the User of any of your obligations under the present Agreement.

Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" the Company warrants You during the applicable Subscription or Order period that: (i) the Application will operate in accordance with the

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Documentation (ii) the Application will operate without Error; and (iii) the Company has used industry standard techniques to prevent the Application at the time of delivery from injecting malicious software viruses into Your systems/endpoints where the Application are installed.

You understand that there is no computer program free of any error and the Application is provided "AS IS", without warranty of any kind, express or implied, and to the maximum extent permitted by applicable law. Therefore, if a defect or fault is found on the Application, You or the User shall without delay request the Company to use its best efforts to remedy such defect or fault.

You and the Company agree that the development of new versions of the licensed Application or the performance of the intended functions by other means does not characterize flaws in the design of the Application.

Without limiting the foregoing, neither the Company nor any of the Company Partners makes any representation or warranty of any kind, express or implied: (i) as to the operation by You and the User of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You and the User. But in such a case the exclusions and limitations outlined in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company, not the Company Partner and not the Application Store, shall be solely responsible for such warranty.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount paid by You for the Application or through the Application or 10,000.00 USD if You haven't purchased anything through the Application.

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To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

You expressly understand and agree that the Marketplace, the Company Partners and its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential, or exemplary damages that may be incurred by You, including any loss of data, whether or not the Application Store, the Company Partners or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

You agree to indemnify and hold the Company, the Company Partners and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) misuse of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

The Company liability for a service by a third-party provider and for damage caused by third-party hosting provider, shall not exceed the fee paid by the Customer in the twelve (12) months preceding the damaging event, limited to a maximum amount of 50,000.00 USD.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Controlling Law, Venue, and Settlement of Disputes

If You have any concern or dispute about the Service, You agree to first of all, make a effort to resolve the dispute informally by contacting the Company.

This Terms, and the rights and duties of the parties, shall be governed by, construed, and enforced in accordance with the laws of Brazil, the Forum of the District of Sao Paulo, of the State of Sao Paulo, Brazil, is hereby elected to settle any questions relating to this EULA, with the resignation of any other, for whatever privilege it may have, the Parties agree to service of process in accordance with the rules of such court.

Changes to this Agreement

We may update Our Agreement from time to time. We will notify You of any changes by posting the new End-User License Agreement.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Updated" date at the top of this Agreement.

You are advised to review the Agreement available on our website periodically for any changes. Changes to this Agreement are effective when they are posted. By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

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You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

By our website: <https://senhasegura.com/contact/>

By email:

sales@senhasegura.com

support@senhasegura.com

compliance@senhasegura.com

By phone number:

LATAM: +55 11 3069-3910

Sales LATAM: +55 11 3069-3925

Support in English: +55 11 3069-3932

Sales USA: (469) 620 7643