

LOCAL DE-CIX TERMS AND CONDITIONS OF BUSINESS (BRAZIL)

1. Scope

These Local DE-CIX Terms and Conditions of Business, Brazil ("DE-CIX Terms and Conditions BRA") of the DE-CIX group company ("DE-CIX"), as defined on the cover sheet of the DE-CIX Agreement (the "DE-CIX Agreement"), are an integral part of the DE-CIX Agreement between the contractual parties.

Consumer Price Index calculated by the Brazilian Institute of Geography and Statistics (*Índice Nacional de Preços ao Consumidor Amplo calculado pelo Instituto Brasileiro de Geografia e Estatística – IPCA/IBGE*). If the use of this latter index also becomes impossible, another official index reflecting the depreciation of the country's currency will be chosen by mutual agreement between the Parties.

2. DISCLAIMER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE IN THE DE-CIX AGREEMENT, DE-CIX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR SYSTEM INTEGRATION, OR OTHERWISE THAT WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN.

4. Limitations of Liability.

EXCEPT FOR BREACHES STIPULATED IN THE DE-CIX AGREEMENT, OR AMOUNTS PAYABLE PURSUANT TO THE DE-CIX AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL DE-CIX BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES UNDER ANY LEGAL THEORY (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THE DE-CIX AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR BREACHES STIPULATED IN THE DE-CIX AGREEMENT, OR AMOUNTS PAYABLE PURSUANT TO DE-CIX AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DE-CIX BE LIABLE FOR DAMAGES IN EXCESS OF THE VALUE RECEIVED BY THE OTHER PARTY UNDER THE DE-CIX AGREEMENT. ALL CLAIMS BEYOND THOSE ALLOWED IN THESE DE-CIX TERMS AND CONDITIONS BRA OR IN THE DE-CIX AGREEMENT FOR ANY LOSS

3. Price Adjustment

The price established in the DE-CIX Agreement and the relevant SOF may be adjusted upon every twelve-month period, or any shorter period allowed by law, including in the event of the automatic renewal of the DE-CIX Agreement or relevant SOF, based on the positive variation of the General Market Price Index, published by Fundação Getúlio Vargas (*Índice Geral de Preços – Mercado, publicado pela Fundação Getúlio Vargas*) ("IGPM-FGV"). If it becomes impossible or unfeasible to apply the IGPM-FGV, it will be replaced by the positive variation of the Broad

OR DAMAGE FROM WHATEVER CAUSE ARISING, INCLUDING DAMAGE TO THE OTHER PARTY'S PROPERTY, SHALL BE EXCLUDED AND HEREBY WAIVED BY THE OTHER PARTY UNLESS SUCH CLAIM IS MADE BASED ON INTENTIONAL BAD ACTS OR GROSS NEGLIGENCE BY DE-CIX; IN SUCH CASE, DAMAGES SHALL BE LIMITED TO THOSE THAT ARE REASONABLY FORESEEABLE AS A RESULT OF THE INTENTIONAL BAD ACTS OR GROSS NEGLIGENCE BY DE-CIX.

5. Collection Costs, Arbitration, and Governing Law

- 5.1 If DE-CIX is required to commence collection procedures to collect fees and prevails, the other party agrees to pay DE-CIX's attorney fees and court costs.
- 5.2 In the event of a dispute arising from DE-CIX Terms and Conditions BRA and the DE-CIX Agreement, the parties agree to submit any dispute to arbitration in accordance with the arbitration rules of *Centro de Arbitragem e Mediação da Câmara de Comércio Brasil-Canadá* - CCBC. Such arbitration shall be binding and final. The proceedings shall be held in the city of São Paulo, Brazil, be in English and any award shall be enforceable in any court of competent jurisdiction. Without prejudice to the validity of the arbitration clause established herein, any coercive measures or precautionary procedures of a preventive, provisional and urgent nature that needs to be required prior to the constitution of the arbitral panel shall be brought only before the court of the city of São Paulo (foro central), State of São Paulo, Brazil, with the parties waiving any defense of venue or personal jurisdiction.
- 5.3 The parties agree to attempt to select a mutually acceptable arbitrator. If this cannot be accomplished, one arbitrator shall be selected by each party within thirty (30) days and those two arbitrators shall appoint a third arbitrator, and a majority decision of the three (3) person panel will be binding and final. If a party fails to choose an arbitrator within the thirty- (30) day period, such failure to act will constitute a waiver of the right to select an arbitrator and the arbitrator selected by the

other party will arbitrate the matter. Initial payment for arbitration services shall be shared equally between the parties. However, the prevailing party will be reimbursed for its arbitration expenses.

- 5.4 These DE-CIX Terms and Conditions BRA are entered into, and shall be interpreted, construed, and enforced in accordance with the laws of Brazil.

6. Severability clause

All provisions of the DE-CIX Terms and Conditions BRA are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding will in no way affect the validity or enforceability of any other provision of the DE-CIX Terms and Conditions BRA and the DE-CIX Agreement. The parties hereto further agree that any such invalid or unenforceable provision will be deemed modified so that it will be enforced to the greatest extent permissible under law, and to the extent that any court of competent jurisdiction determines any restriction herein to be unreasonable in any respect, such court may limit the DE-CIX Terms and Conditions BRA to render it reasonable in the light of the circumstances in which it was entered into and specifically enforce the DE-CIX Terms and Conditions BRA as limited.