

# Channel Partner Authorization Form (Reseller)

Company's SAP Number	;0005219247 ;0005228270
Company's PCN Number	BDA0F8B1
Company's CNPJ Number	
Company's CNJP Number (if applicable)	

Name of Entity Softline International Brasil Comercio e Licenciamento de Software Ltda	
Street Address R JAMES JOULE 65, ANDAR 7 EDIF TORRE SUL, BAIRRO CIDADE MONCOES	
City Sao Paulo	State/Province Sao Paulo
Country Brazil	Postal Code
Microsoft Partner Network Number 1020282;4340474	

**Notices.** Notices or requests shall be addressed to the parties as set forth below. A party may change its address for notification purposes by giving written notice of such change to the other party.

Name of Entity Softline International Brasil Comercio e Licenciamento de Software Ltda		Contact Name Gustavo Capart
Street Address R JAMES JOULE 65, ANDAR 7 EDIF TORRE SUL, BAIRRO CIDADE MONCOES		Contact E-mail Address Gustavo.Capart@softline.com
City Sao Paulo	State/Province Sao Paulo	Phone
Country Brazil	Postal Code	
<b>Send notices to Microsoft to:</b> <b>MICROSOFT DO BRASIL IMPORTAÇÃO E COMÉRCIO DE SOFTWARE E VÍDEO GAMES LTDA</b> 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA Attn: Channel Agreements		<b>Send copies to:</b> <b>Microsoft Corporation</b> One Microsoft Way Redmond, WA 98052 USA Attn: CELA - Operations



**Program and Territory Authorization.** Microsoft grants Company the non-exclusive right to Licensed Offerings to Customers within the Territory and through the Program identified below, and Company agrees to be granted such rights.

Program	Territory
Select	Brazil
Select Plus	Brazil
Enrollment for Education Solutions	Brazil
Enterprise Agreements (Indirect)	Brazil
GGWA for Large Organizations	Brazil
Government Partner	Brazil
Microsoft Products and Services Agreement	Brazil
Service Provider License Agreement Reseller	Brazil
Blank	
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Agreement for Online Services - Commercial (AOS-C)	Brazil

**Previous Authorization Form.** This Channel Partner Authorization Form replaces and supersedes all prior Authorizations entered into between Company and Microsoft, but only with respect to orders placed under Customer Agreements (as defined in the Agreement) signed on or after the effective date.

**Notice of Changes.** Microsoft reserves the right to unilaterally modify the terms listed in this Channel Partner Authorization Form from time to time. Microsoft will provide Company no less than one-hundred and eighty (180) days' prior notice before such changes become effective; after such time such changes to this Channel Partner Authorization Form will become effective without further action by the parties. Any modification of this Channel Partner Authorization Form per this provision will have prospective effect only.

**Applicable Law; Attorneys' Fees.** The choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) violation of intellectual property rights; (ii) breach of confidentiality obligations; or (iii) enforcement or recognition of any award or order in any appropriate jurisdiction. If either party begins litigation in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

This Agreement will be governed by and construed in accordance with the laws of Brazil. The parties consent to the exclusive jurisdiction of and venue in the courts sitting in São Paulo, SP, Brazil. Company waives all defenses of lack of personal jurisdiction and forum non conveniens.

Without limiting the provisions set forth in the Core Terms, under that section entitled "Definitions", the expressions indicated below shall read and bind the parties as follows:

**"Data Protection Laws"** means any and all Laws applicable to Company or Microsoft, relating to data security, protection, privacy, or the processing of Personal Data, including, but not limited to, (where applicable) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of Personal Data and the free movement of that data ("GDPR"), Brazilian law 13.709/2018 ("Brazilian General Data Protection Act" or "LGPD") and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

The following provisions supplement that subsection of the "Core Terms", under that section entitled "GENERAL", entitled "Relationship of the Parties":

**No employment relationship.** The Agreement is executed by Microsoft and Company as independent contractors, with no employment relationship between Microsoft and Company's employees, officers, agents and contractors ("Company's Personnel"). Company will defend and hold Microsoft harmless against any Employment Claims. If there is an adverse final judgment (or settlement to which Company consents) resulting from any Employment Claims, Company will pay it for Microsoft. Microsoft will promptly notify Company in writing of the Employment Claim, specify the nature of the claim and the relief the third party seeks. Microsoft will give Company reasonable assistance in defending the Employment Claim. At Microsoft's option and cost,

Microsoft may participate in the selection of counsel, defense and settlement of any Employment Claim. If Microsoft decides to do this, Company and Microsoft will work together in good faith to reach decisions about which both parties agree. Company must have Microsoft's written consent before settling any Employee Claim. Microsoft will not unreasonably withhold Microsoft's consent. "Employment Claim" means any claims, lawsuits, proceedings or allegations against Microsoft and/or Company brought by any of Company's Personnel that arise out of or are connected with Company's activities under the Agreement.

The following provisions supplement the Core Terms, under that section entitled "BUSINESS INTEGRITY PRINCIPLES":

**Company's Representations and Warranties.** Without prejudice to Company's representations and warranties set forth in the Agreement, Company represents and warrants that: (i) Company understands, is acquainted with and has the capabilities to operate, market and resell the Licensed Offerings; (ii) as a non-exclusive Microsoft's Reseller, Company dedicates business efforts in activities other than the resale of Licensed Offerings subject to the Agreement; (iii) on the effective date indicated in the signature form attached to the Agreement ("Effective Date"), the resale business of Licensing Offerings does not represent more than ninety percent (90%) of Company's investments, business efforts and actions, and expected revenues, or, as applicable, Company is using its best efforts to expand its business to products and offering other than the Licensing Offerings resale aiming at obtaining revenues from business activities other than the resale of Licensed Offering resale; and (iv) Company's decision on its products portfolio is independent, and any decision of the Company on the products mix of such portfolio and on Company's allocation of investments and efforts to each of them is at Company's sole discretion, Microsoft having no influence or participation in any such decisions.

**Anti-corruption, antitrust and anti-money laundering** Without limiting the provisions in the Agreement, Company represents and warrants that: (i) Company has reviewed, understands, complies and will comply with the legal requirements and obligations set forth in the antitrust and anti-corruption Laws; (ii) Company has reviewed, understands, complies and will comply with Microsoft Policies; (iii) during the last ten years, Company has not entered into any decrees or settlements, or had any orders or judgments by any agency, court or tribunal, or to its knowledge been subject to any investigation by a government entity or authority involving alleged or actual violations of the antitrust and anti-corruption Laws; (iv) Company will promptly notify Microsoft if any government investigation involving alleged or actual violations of the antitrust and anti-corruption Laws begins during the term of the Agreement. For the purposes of this provision, (i) "anti-corruption Laws" means the U.S. Foreign Corrupt Practices Act, and the Brazilian Federal Law 12,846/2013, and its regulation (Decree 8,420/2015), as amended, and (ii) "Microsoft Policies" means the anti-corruption policy for Microsoft Representatives (available at: <https://www.microsoft.com/en-us/Legal/Compliance/anticorruption/Default.aspx>), and any other policy applicable to Microsoft's business partners, as Microsoft notifies from time to time.

Company represents and warrants that all the information and documentation provided to Microsoft in furtherance of Microsoft's anti-corruption, antitrust and compliance due diligence on representatives through various methods ("Vetting") are true, complete and accurate.

Company acknowledges that as part of the Vetting process, Microsoft may require Company to provide evidence of an effective compliance, ethics, anti-corruption, antitrust and anti-bribery program.

Company represents and warrants that Company maintains on the Effective Date and will maintain during the term of the Agreement and during the period following the Agreement termination eligible for Microsoft's audit, accurate and complete accounting books and records, including the Relevant Records, consistent with the Brazilian generally accepted accounting practices ("Brazilian GAAP").

The following provisions supplement the Core Terms, under that subsection entitled "Entire Agreement", in the section entitled "MISCELLANEOUS":

*By accepting and entering into this Agreement, Company understands and agrees that it is granting a full, irrevocable and irreversible release on any prior or contemporaneous communications, agreements or covenants superseded and replaced by this Agreement.*

The following provisions supplement the Core Terms, under that subsection entitled "Termination for Cause", in the section entitled "TERM; TERMINATION":

*Late payment shall be considered as a breach of this Agreement. Microsoft may also terminate these Core Terms immediately upon written notice to Company due to: (a) the infringement, misappropriation or violation of Microsoft's intellectual property rights; (b) disclosure of confidential information including the disclosure of specially negotiated Customer terms; (c) breach of Microsoft Policies, antitrust Laws and anti-corruption Laws; (d) insolvency, bankruptcy, composition with creditors, judicial reorganization or other similar proceedings; (e)*

any change in the Company's direct or indirect control, or any change in Company's corporate structure, shareholding or high-management, either resulting from a merger, acquisition, amalgamation, spin-off, initial public offering, joint-venture, consortium, outsourcing, or any other form of corporate or business association or partnership occurring during the term of this Agreement (collectively "Reorganization"), may be considered a reason for immediate termination, at Microsoft's sole criteria. For the purposes of this section, Company must notify Microsoft in writing of any Reorganization, providing a description of the Reorganization legal structure, and the full description of the new controller, shareholder, quota holder, officers and members of the board of directors, business partner or contracting party, as the case may be, within ten (10) days as of the date the Reorganization occurs or is announced in an official press release.

The following provisions supplement the Channel Terms, under that subsection entitled "Purchase Commitment Obligations", in the section entitled "PRODUCT FEES AND ORDERING, GENERAL":

*The Program Partner Guide outlines how to order Licensed Offerings from Microsoft, and in no event will replace, modify or amend any provision of the Agreement related to ordering or Customer Agreement acceptance. Microsoft can only fulfill orders for Licensed Offerings sold to Customers within specific geographic regions. As a result, Company must sign an agreement with the appropriate Microsoft entity for the Territory in which Company's Customers are located. Microsoft will have no obligation to accept orders or liability to Company due to: (i) failure by Company to provide Microsoft with a true and complete copy of any Customer Purchase Commitment entered into between Company and a Government Customer or State-Owned Enterprise and of any Public Contract entered into between Company and a Government Customer or State-Owned Enterprise within ten (10) days as of its execution date; (ii) failure by Company to provide Microsoft with a true and complete copy of any Customer Purchase Commitment or any Public Contract within ten (10) days as of Microsoft's written request, or by the time Company places the first Customer order under the applicable Customer Purchase Commitment or Public Contract, whichever occurs first; or (iii) failure by Company to provide Microsoft with a true and complete copy of any Customer Agreement Acceptance, as set forth in Article 4.1 "a" of Channel Authorization within ten (10) days as of Microsoft's written request, or by the time Company places the first Customer order under the applicable Customer Purchase Commitment or Public Contract, whichever occurs first; (iv) lack of Product availability, any Product shortage, or any delay in fulfillment. Fulfillment times are estimates only. Microsoft may allocate Products or limit the amount of Product available for order, including in advance of new releases or price changes. Microsoft has the right to withhold the processing and fulfillment of any order for Licensing Offerings sold to Customers which Customer Purchase Commitment, Customer Agreement Acceptance or Public Contract has not been remitted to Microsoft, as provided for in Section 3 of the Channel Terms, as amended. "Public Contract" means a contract required by law to be executed between Company and a Government Customer or State-Owned Enterprise which cannot be replaced by other types of binding documents, in accordance with the applicable laws.*

The provisions set forth in the Channel Terms, under that section entitled "AUDIT, GENERAL", shall read and bind the parties as follows:

**5.1 Duty to Maintain Records.** *Company must keep all usual and proper books, documents, records, papers and other materials relating to its performance of all contractual and legal obligations under this Agreement and any Microsoft Programs related thereto ("Relevant Records") during the term of its participation under a Channel Authorization and for five (5) years after the later of either (i) the termination of Company's participation under such, or (ii) the date of issuance of final payment between Microsoft and Company in connection with such participation (collectively, the "Audit Period"). Relevant Records include, but may not be limited to, complete financial statements and all documents related to acquisition, reproduction, installation, distribution, and other disposition of each unit of Product. The Relevant Records must not contain any false, misleading, incomplete, inaccurate, or artificial entries. If Relevant Records are co-mingled with Company's other non-relevant information, Company may redact the Relevant Records with respect to such non-relevant information.*

**5.2 Right to Audit.** *Microsoft has the right to verify compliance with all contractual and legal obligations under this Agreement. This standard takes into account the accounting rules, regulations, authoritative pronouncements, principles and practices accepted in Company's jurisdiction. Company will establish and maintain a reasonable accounting system that enables Microsoft and/or its third-party auditors or audit-related agents ("Auditor") to identify Company's use of funds related to the Agreement. Company will maintain a system of internal controls to prevent the payment of bribes and provide reasonable assurance that financial statements and reporting are accurate. Company will not have undisclosed or unrecorded accounts for any purpose. False, misleading, incomplete, inaccurate, or artificial entries in the books and records are prohibited. Company must keep the Relevant Records during the term, and for five (5) years after this Agreement ends. During this same period, Microsoft's Audit Team may conduct audits of Company's Relevant Records, operations, processes and facilities during any selected period to verify Company's compliance with the terms of this Agreement, as described further in the Program Partner Guide. Auditor may conduct the audit at any*

location that contains books and records, may require Company to provide electronic downloads of relevant data and copies of relevant documents, or may ask Company to complete a self-assessment questionnaire. Except for audits related to counterfeit software, Microsoft will give Company five (5) business days' notice of the audit. Audits related to counterfeit software do not require prior notice. Company will promptly correct any errors and omissions disclosed by the audits. Notwithstanding the foregoing, upon Microsoft's request, Company agrees to promptly provide information reasonably necessary to demonstrate Company's compliance with the Microsoft Partner Code of Conduct and all applicable laws; Microsoft's exercise of this right shall not be deemed an exercise of its right to review and audit Company's Relevant Records.

In addition to audits related to the compliance of all contractual and legal obligations under this Agreement, Auditor (including but not limited to third-party auditors or audit-related agents and its affiliates, or any other outside company designated by Microsoft) may conduct at any time during the term of this Agreement and for five (5) years after this Agreement ends, a background investigation on the Company for verification purposes of the Company's compliance, financial, accounting, operational and legal status. Company agrees that Auditor may conduct the background investigation at any office, branch and premise of the Company, and may require Company to provide electronic downloads of relevant data and copies of relevant documents, or may ask Company to complete a self-assessment questionnaire or be interviewed by Auditor. Company agrees to fully cooperate with Auditor carrying out the background investigation, and to comply with any requests for documents, downloads of data, interview and completion of questionnaires. Microsoft will give Company two business days' prior notice of the background investigation.

Any audit and background investigation will be conducted during Company's normal business hours. It will not interfere unreasonably with Company's normal business activities. Company will provide Auditor with access to Relevant Records, operations, processes and facilities that Auditor may need to review and employees Auditor may need to interview. If an audit is conducted with notice, Company will have all Relevant Records and operations available to Auditor at the beginning of the audit. If Auditor makes any commercially reasonable recommendations to Company related to record keeping, Company will implement the recommendations within a timeframe agreed to by both parties. Microsoft reserves the right to reduce or withdraw credit lines or credit terms or withhold or reduce rebates should any of the above requirements not be met.

Any audit or background investigation conducted by Auditor will be implemented solely for the purpose of verifying the Company's compliance with this Agreement and with applicable laws. The results of any such audit and background investigation will be kept confidential and subject to the provisions of the Core Terms.

### **5.3 Audit Procedure.**

(a) Microsoft will provide not less than five (5) business days' prior notice to Company before beginning an audit. Audits will take place during Company's regular business hours, and the Auditor will use commercially reasonable efforts to avoid disrupting Company's operations. Company personnel may escort the Auditor on Company's premises. Company will have all Relevant Records and operations available to the Auditor at the beginning of the audit. Microsoft may have the Relevant Records audited at multiple sites to verify performance under the Agreement. At Microsoft's option, Company will make all Relevant Records, available to Auditor at one location. Company will provide reasonable access to the Auditor to facilitate the audit and permit the Auditor to copy records. At Microsoft's request, Company will make relevant employees available to the Auditor during the audit. Microsoft will provide Company with a summary of the audit findings upon request.

(b) If Microsoft has credible and reliable evidence that counterfeiting, piracy or corruption may have occurred, Company must promptly cooperate with Microsoft or its Auditor to carry out an investigation of the suspected activities. If an investigation results in a referral to law enforcement agencies, or if Microsoft initiates other legal action to enforce its rights against responsible parties, Company agrees to provide reasonable and timely cooperation and information.

**5.4 Payment of Audit Costs and Amounts Due.** Company will pay Microsoft the costs for the audit if the audit uncovers an underpayment of 2% or more of the amount that was reported during the applicable audit period. Company will also pay Microsoft the price of the Licensed Offerings that it failed to report plus interest at a rate of 1% per month (12% per annum) on a simple interest basis, and any other finance charge that may apply. Company will also pay Microsoft the costs of the background investigation if the audit and/or investigation determines that the Company is not compliant with the anti-corruption, antitrust and anti-money laundering provisions of this amendment or under this Agreement, or any applicable laws. This does not limit Microsoft's right to also seek other remedies. If the audit reveals any discrepancy, Company must promptly pay Microsoft any unpaid amounts due, together with any applicable late fees and interest, calculated from the date on which such amount became due to Microsoft from the Company, and promptly correct any errors or omissions disclosed by the audit.

The following provisions supplement the Channel Terms, under that subsection entitled "Termination for Cause", in the section entitled "NOTICE OF CHANGES; TERMINATION; ORDER OF PRECEDENCE":

*Late payment shall be considered as a breach of this Agreement. Microsoft may also terminate these Channel Terms immediately upon written notice to Company due to: (a) the infringement, misappropriation or violation of Microsoft's intellectual property rights; (b) disclosure of confidential information including the disclosure of specially negotiated Customer terms; (c) breach of Microsoft Policies, antitrust Laws and anti-corruption Laws; (d) insolvency, bankruptcy, composition with creditors, judicial reorganization or other similar proceedings; (e) any change in the Company's direct or indirect control, or any change in Company's corporate structure, shareholding or high-management, either resulting from a merger, acquisition, amalgamation, spin-off, initial public offering, joint-venture, consortium, outsourcing, or any other form of corporate or business association or partnership occurring during the term of this Agreement (collectively "Reorganization"), may be considered a reason for immediate termination, at Microsoft's sole criteria. For the purposes of this section, Company must notify Microsoft in writing of any Reorganization, providing a description of the Reorganization legal structure, and the full description of the new controller, shareholder, quota holder, officers and members of the board of directors, business partner or contracting party, as the case may be, within ten (10) days as of the date the Reorganization occurs or is announced in an official press release.*

The following provisions supplement the Channel Authorization, under that subsection entitled "Customer Data", in the section entitled "CUSTOMER DATA AND PRIVACY OBLIGATIONS":

*In the event Company becomes aware of (i) any unlawful access to any Customer Data, or (ii) unauthorized access to such facilities or equipment that contain Customer Data that results in the loss, disclosure or alteration of any Customer Data, or (iii) any actual loss of or suspected threats to the security of Customer Data (each, a "Security Incident"), Company must notify Microsoft at cert@microsoft.com promptly and without undue delay; provided that in the event a Security Incident involves Customer Personal Data, Company must notify Microsoft within 72 hours after having become aware of it or within a shorter period of time in accordance with LGPD, whichever the shorter.*

The following provisions supplement that subsection of the "Channel Authorization", entitled "Payment, Ordering, Reporting, and Fulfillment":

**Cancellation of invoices.** In case of cancellation of any invoices issued by Microsoft against Company, Company shall deliver to Microsoft, within two (2) business day from receipt of a request from Microsoft, all documents and information which are required in order to formalize the cancellation before the competent authorities, including but not limited to copies of articles of association or by-laws of partner, documents or forms, duly signed by the legal representative(s) or attorneys-in-fact of partner, confirming partner agrees with the cancellation of the invoice (such as the *Carta de Anuência*), and any and all documents relating to the appointment of the legal representatives and/or attorneys-in-fact of partner. Company shall procure that any copies of documents delivered to Microsoft, as well as the signatures of legal representatives or attorneys-in-fact in any documents, are duly certified by a notary public in Brazil.

The following provisions supplement the Channel Authorization, under that subsection entitled "Termination for Cause", in the section entitled "TERM AND TERMINATION":

*Late payment shall be considered as a breach of this Agreement. Microsoft may also terminate this Channel Authorization immediately upon written notice to Company due to: (a) the infringement, misappropriation or violation of Microsoft's intellectual property rights; (b) disclosure of confidential information including the disclosure of specially negotiated Customer terms; (c) breach of Microsoft Policies, antitrust Laws and anti-corruption Laws; (d) insolvency, bankruptcy, composition with creditors, judicial reorganization or other similar proceedings; (e) any change in the Company's direct or indirect control, or any change in Company's corporate structure, shareholding or high-management, either resulting from a merger, acquisition, amalgamation, spin-off, initial public offering, joint-venture, consortium, outsourcing, or any other form of corporate or business association or partnership occurring during the term of this Agreement (collectively "Reorganization"), may be considered a reason for immediate termination, at Microsoft's sole criteria. For the purposes of this section, Company must notify Microsoft in writing of any Reorganization, providing a description of the Reorganization legal structure, and the full description of the new controller, shareholder, quota holder, officers and members of the board of directors, business partner or contracting party, as the case may be, within ten (10) days as of the date the Reorganization occurs or is announced in an official press release.*

Additional Contract Documents	Territory
Terms and Conditions for Resellers	Brazil
Addendum for Companies Affiliates	Brazil
Blank	

<b>Government Partner Amendment (GPP)</b>	<b>Brazil</b>

In witness whereof, Company and Microsoft execute this Authorization in two copies of equal content and for one sole effect, agreeing to be bound by the Agreement.

<b>Company</b>	<b>Contracting Microsoft Entity</b>
Name of Entity <b>Softline International Brasil Comercio e Licenciamento de Software Ltda</b>	Name <b>MICROSOFT DO BRASIL IMPORTAÇÃO E COMÉRCIO DE SOFTWARE E VÍDEO GAMES LTDA</b> Avenida das Nações Unidas 12.901, Torre Norte 27º andar – Itaim Bibi São Paulo SP Brazil
Signature <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> DocuSigned by:    FCB1E3D9A707478... </div>	Signature <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> DocuSigned by:    C603E089CB4146D... </div>
Name	Name
Title	Title
Signature Date	Effective Date