



## TERMS OF USE - AEROSIM PLATFORM

These Terms and Conditions of Use of the AeroSim Platform ("Terms of Use" or "Terms") govern the use and engagement of the AeroSim Platform, made available by FLUIDSIM SOFTWARE LTDA., a private legal entity, registered under CNPJ No. 41.534.456/0001-19, headquartered in the city of Curitiba, state of Paraná, Brazil, at Alameda Cabral, No. 475, São Francisco, ZIP Code 80410-064 ("AeroSim").

**By accessing the AeroSim Platform, the client ("Client") acknowledges and agrees, freely, spontaneously, fully and without reservations, to all provisions of these Terms of Use.**

These Terms will always be available for reading and viewing on the public page <https://aerosim.io/>.

### 1. SERVICES AND TERMS OF USE

**1.1. AeroSim Services.** AeroSim's services ("Services"), subject to these Terms, consist of making available a platform for the execution and delivery of computational aerodynamic simulation results ("Simulation Results"), in the Software as a Service (SaaS) format and as is, as available, within the limits of these Terms and its functionalities.

**1.1.1.** The Platform may be made available both in a web environment, with data processing and storage in the cloud, or in on-premise format through local installation on the Client's infrastructure, in which case the processing and storage of the Platform will be on the Client's own infrastructure.

**1.1.2.** The Client must ensure that the product, as made available, has all the functionalities to meet its needs, and therefore may not hold AeroSim liable if it determines, in the future, that the AeroSim Platform does not fully meet its needs.

**1.1.3.** Additionally, AeroSim may provide consulting services for training, reports, engineering analyses, etc., which must be requested by the Client and will have their own pricing, to be informed by AeroSim at the time of the request.

**1.2. Feature changes and Platform updates.** The features of the AeroSim Platform may be changed, always aiming to provide the best service with the best technology to the Client. Platform updates are performed automatically (web environment), or through manual updates (on-premise), with corrections and improvements, and it is not possible to use previous versions. In the case of manual updates, it is the Client's sole responsibility to update the Platform to use the most recent version of the Services, and AeroSim shall not be held liable for losses suffered as a result of the Client's failure to update the Platform.

**1.3. Statement of intent.** These Terms of Use establish obligations contracted of free and spontaneous will between the Client and AeroSim and aim to bring transparency and security to the legal relationship established from the moment the Client expressly agrees to the Terms of Use, agreeing to follow them strictly, as well as to interpret them in accordance with the principle of good faith.



**1.4.** Updates to the Terms of Use. These Terms may be updated at any time, always seeking to improve its Services and your experience. In this case, the new Terms of Use will take effect immediately after their publication on the Platform, so that continued use of the Services will represent your express consent to the new terms and conditions.

**1.5.** The Client agrees that by registering on the AeroSim Platform, it consents and must comply with any Policies or Terms available regarding the Services.

**1.6.** The following are not included in the scope of these Terms of Use:

- a) The assignment or licensing of intellectual property, patrimonial and moral rights over the Platform under any title;
- b) The provision of programs and equipment necessary to access the Platform; and/or
- c) Among other items not expressly provided for in these Terms.

## **2. REGISTRATION AND INFORMATION**

**2.1.** Registration and registration information. The Client must register on the Platform in order to use the Services. The registration data present on the Platform is the means used by AeroSim to identify the Client and get in touch, if necessary. Any loss by the Client due to errors in its registration is not the responsibility of AeroSim, and it is the Client's responsibility to keep its registration data up to date.

**2.1.1.** The Client declares, by accepting these Terms, that its registration was carried out by an individual with legal authority to represent it, and acknowledges that AeroSim is not responsible for verifying the existence of said representative authority, and may not be held liable, under any title, if the Client's registration was carried out by an unauthorized person.

**2.2.** Responsibility for information provided. The Client must enter true, legal, and correct information about itself on the Platform, and the Client is solely responsible, both civilly and criminally, for any information entered. If it enters incorrect or false information, or refuses to correct it when requested, AeroSim reserves the right not to complete its registration or, if the registration has been completed, to suspend the use and access to the Platform until the situation is resolved.

**2.3.** Your login and password. The Services are accessed through unique, personal, and non-transferable login credentials and password, established after registration on the Platform. The Client must keep its login and password for Platform access secure. If the Client suspects that an unauthorized person has used its login and password, the Client must change its password, which must be done within the Platform.

**2.4.** AeroSim is not responsible for unauthorized access by third parties to accounts registered on the Platform, whether through password sharing or unauthorized access to them, and it is the sole and exclusive responsibility of the Client to maintain and secure its account.

## **3. PLANS, CREDITS, AND SIMULATION RESULTS**

**3.1.** Plans. To access the Platform, the Client must select one of the Plans made available by AeroSim, which will cover a specific number of licenses. The engagement of any Plan must be carried out through direct contact with AeroSim's commercial team, which will issue the respective Commercial Proposal.



**3.2.** Payment method. Payment for the Plan selected by the Client will be made on an annual and advance basis, as indicated in the respective Commercial Proposal issued for the engagement of the Plan.

**3.2.1.** Credits. The availability of Simulation Results is conditioned on the prior acquisition of credits ("Credits") by the Client, to be carried out in accordance with AeroSim's guidelines. The purchased Credits will be valid for 12 (twelve) months from the date of their issuance, and will not be refundable, even if unused within that period.

**3.2.2.** For each simulation run, a specific amount of Credits will be consumed. Credit consumption will occur automatically with each simulation run initiated by the Client on the Platform and will be calculated according to AeroSim's current commercial parameters.

**3.2.3.** AeroSim may, at its discretion, offer prepaid (credit advance) or postpaid (billing at the end of a given period) consumption models, as indicated in the Commercial Proposal.

**3.3.** Simulation Results. Simulation Results will be made available on the Platform according to the data entered by the Client and subject to the existence of the required Credits and storage. Simulation results will remain available on the Platform for 12 (twelve) months from the date of their execution. It is the Client's sole responsibility to download the respective Simulation Result, and AeroSim is not responsible for storing Simulation Results already made available by the Client on the Platform after the period set forth herein.

**3.4.** Compliance with import regulations. The Client undertakes to use the Platform and the Simulation Results only for legally permitted purposes. The Client must comply with the requirements imposed by the Federative Republic of Brazil, the European Union, the United Nations, and applicable federal laws of the United States of America, and the Client must, at its own expense, obtain all necessary authorizations and approvals for the use and/or exploitation of the Simulation Results for the purposes intended.

**3.4.1.** The Services may be subject to European Union or United States download control laws and regulations, or similar laws applicable in other jurisdictions. The Client declares and warrants that the Services will not be used in violation of such laws and regulations, and that the Client is not a denied party under any such laws and regulations, nor identified on any official list of prohibited or restricted parties.

**3.5.** Refusal to Provide Services. AeroSim is entitled to refuse to issue the respective Simulation Result after the purchase of Credits, at its sole discretion. In this case, AeroSim will inform the Client of the refusal and request that the Client provide the correct bank details for the refund of any amounts paid. AeroSim is not responsible for damages and/or losses caused by the provision of incorrect bank details by the Client.

#### **4. SERVICE PARAMETERS**

**4.1.** AeroSim's Obligations. AeroSim undertakes to:

- a) Maintain the availability of the Platform, subject to the occurrence of the circumstances provided for in these Terms;
- b) Protect the personal data entered by the Client under confidentiality, in accordance with best practices and security technology, using it only for the purposes described in these Terms of Use; and



c) Take appropriate measures in the event of Platform malfunction, as well as provide Technical Support to the Client ("Technical Support") through the available service channels, providing remote assistance through its professionals.

**4.2.** Cases of non-application of service levels. The service levels provided for in these Terms do not apply if the circumstances of unavailability result from:

- a) Planned outages, which will be communicated by AeroSim via email, notice on the Platform, or informational postings on its communication channels such as social media. These outages will be scheduled, to the extent possible, outside peak Platform traffic hours;
- b) Force majeure or acts of God, pursuant to Article 393 of the Brazilian Civil Code;
- c) Any acts or omissions of the Client or third parties; and
- d) Instability or unavailability of third-party technological structures, public or private, necessary for the availability of the Platform.

**4.3.** Access suspension. If necessary, AeroSim will have the right to suspend the Client's access to the Platform at any time and without prior notice, as a precautionary or technical measure, or as a result of any inspection activity carried out, or in the event of significant technical problems affecting the performance of the AeroSim Platform.

**4.4.** Integrations. If the Client requires integration with third-party tools not available on the Platform for use of the Services, it must, at its own expense, contract the third-party solution directly, at which point the integration will be evaluated and integrated into the Platform when possible. AeroSim reserves the right to remove any unauthorized integration at its sole discretion.

## **5. INTELLECTUAL PROPERTY**

**5.1.** Intellectual Property. The Platform is licensed for use in the Software as a Service (SaaS) model and not for sale. As such, ownership and rights relating to the Platform belong exclusively to AeroSim. All content on the Platform, including but not limited to images, illustrations, information, trademarks, layout, logo, and databases related to the Services is protected by intellectual property and copyright, all belonging to AeroSim. Therefore, the Client is expressly prohibited from improperly using any content or trademarks presented on the Platform and/or any other product possibly offered by AeroSim, and the Client is obligated to refrain from any conduct that infringes the rights described herein, except if previously and expressly authorized in writing by AeroSim.

**5.1.1.** The archiving and circulation of Simulation Results and other AeroSim products bearing AeroSim's trademark and/or logo does not infringe the prohibition on use of intellectual property and copyright rights set forth in the clause above. In this regard, the Client undertakes not to archive and circulate the Simulation Results and other AeroSim products in a manner that omits the trademark and/or logo inserted therein, whether intentionally or not.

**5.1.2.** The Client who violates the prohibitions contained in Brazilian and international legislation on intellectual property and in these Terms of Use will be subject to civil, criminal, and administrative liability for the infringements committed, as well as losing any rights of access to the Platform.

## **6. LIMITATION OF LIABILITY**



**6.1. Accuracy of Simulation Results.** AeroSim always seeks to improve the Platform and Services to provide calculations of the highest possible quality; however, the Client understands and consents that any and all numerical calculations involve simplifications of reality, so that the Simulation Results do not provide exact precision regarding the calculations performed. In this regard, it is the Client's responsibility to pay attention to possible margins of error and the correct application of the Simulation Results.

**6.1.1.** The Client also understands and consents that the quality of Simulation Results depends on the quality of the data provided, so that AeroSim is not responsible for incorrect data entry and any inconsistent results arising therefrom.

**6.2. Responsibility for use.** It is the exclusive responsibility of the Client how it will use the Simulation Results and any damages and/or losses arising from such use, and AeroSim's role is limited solely to performing scientific computing calculations and providing the Simulation Results through the Platform. Furthermore, the responsibility for the use of the Simulation Results may under no circumstances be assumed by AeroSim, and the Client is the sole responsible party.

**6.3. No warranty.** In the interest of transparency and like any service provided over the internet, AeroSim does not guarantee the full availability of the Platform without interruption of Services, failures, outages, security breaches, unavailability, or other problems that may occur during its use.

**6.3.1. Errors and bugs.** The Client expressly acknowledges that the Platform, like any information technology system, is not free from errors, bugs, viruses, or defects. AeroSim assumes the duty to take reasonably possible measures to prevent this from occurring, as well as to correct such situations within a reasonable timeframe when a viable solution is available, as they are identified by the parties during the provision of Services.

**6.3.2. Hacker attacks.** AeroSim takes reasonably possible measures to maintain the confidentiality and security of its Clients' data and information, who acknowledge that no software, server, or system is absolutely immune to attacks and/or invasions by hackers and other malicious agents, and AeroSim is not responsible for any unauthorized deletion, acquisition, use, or disclosure of information resulting from attacks that it could not reasonably have prevented through its security standards.

**6.4. Services as is, as available.** The engagement of the Services subject to these Terms is made as is, as available, with the Client expressly declaring, at this time, to be aware that the Services now engaged are exactly those provided for in this instrument, and AeroSim is not obligated to provide any new functionality, feature, or customization that may be incorporated into the Platform after the date of execution of these Terms.

**6.4.1.** New features, resources, or customizations may, if of interest to the Client, be contracted separately, except in cases where AeroSim, at its own discretion, occasionally exercised on a non-binding basis, decides to implement new features on its own without requiring any prior consideration.

**6.5. Force majeure, acts of God, and third parties.** AeroSim will be exempt from any liability caused by events arising from acts of God or force majeure, including damages possibly caused



by meteorological phenomena, failures in telecommunications systems, electrical power, server unavailability, physical and/or virtual structures and platforms of third parties on which the Platform is executed and made available, navigation and orientation, defects in the equipment of the Client and third parties linked to it used to access the Platform, as well as other instances of misuse of the Platform by the Client, its agents, representatives, and/or employees. The Client is hereby aware that the programs may undergo periodic interruptions for updates and repairs, as well as due to correctable failures.

**6.6. Combined use.** AeroSim will not be responsible for any errors and/or interruptions demonstrably caused by the use of the Platform in combination with other software that does not support its use and/or caused by other companies, nor will it be responsible for any errors and/or interruptions of the Platform caused by the joint use of other components, interfaces, algorithms, hardware, and/or environments, given that the interaction of the Platform with such materials and/or equipment is beyond AeroSim's control.

**6.7. Limitation of liability.** AeroSim is not, under any circumstances, responsible for any indirect or consequential damages, moral damages, punitive damages, loss of profits, loss of opportunity, or loss of viability of the use of the Simulation Results, regardless of any notice, including regarding the truthfulness and legality of data added by the Client to the Platform.

**6.7.1.** If AeroSim is held liable for any losses or damages demonstrably and exclusively caused by its actions in the scope of the Services, it is established that the amount of any indemnification will be limited to the total amount paid by the Client for the engagement of the Services.

**6.8. Information on public pages.** The information contained on the Platform and AeroSim's public pages may change from time to time at AeroSim's sole discretion. AeroSim will act to keep information up to date, but does not guarantee that it will be correct at all times.

**6.9. Duty to mitigate the loss.** The Client and AeroSim will make their best efforts to avoid or mitigate the liability of the other for facts related to their respective economic activities and their risks, and both declare to be aware of their duty to mitigate the losses caused by the other party ("duty to mitigate the loss").

**6.10. Device security.** It is the Client's responsibility to ensure and maintain secure the physical and virtual structures for accessing the Platform, including but not limited to the environment of its equipment or device, servers, algorithms, and operating systems, using industry best practices regarding software development, as well as using electronic risk prevention tools such as antivirus and firewall, as well as updated and efficient software and operating systems for the complete functioning of the tool.

**6.11. Technical Difficulties.** AeroSim is not responsible for any technical and/or structural difficulties that the Client may face in using its equipment, platforms, or operating systems, or for the malfunction of the Services inherent to connection failures.

## **7. CLIENT DUTIES**

**7.1. Communication.** When communicating with AeroSim and AeroSim employees by any means, the Client must communicate in a professional and respectful manner, in accordance with these Terms in general.



**7.2. Industry rules.** It is the Client's sole responsibility to verify the Platform's suitability for its line of activity, notably with regard to tax and fiscal rules, municipal, state, and federal, applicable to the Client, since the Platform is provided without any customization or parameterization for the specific location and line of activity of the Client, and there are no warranties of any kind, implied or express, from AeroSim as to the Platform's compliance with applicable legislation governing the Client's activities.

**7.3. Transactions with third parties.** AeroSim is not a party to any transaction carried out between the Client, its representatives, agents, employees, and consumers, nor does it have control over the quality, safety, or legality of the use of Simulation Results, and will not be responsible for the fulfillment of any obligations assumed between said parties, and the Client is the sole and exclusive party responsible for repairing any damages, accidents, events, or acts arising from failure in the use of Simulation Results.

**7.4. Data inclusion.** The Client is responsible for the content of all data, information, and content it includes on the Platform for use of the Services, as well as for its proper use, which is the Client's sole responsibility.

**7.4.1.** The Client will be responsible for any and all information it includes and uses on the Platform, including in civil and criminal spheres, without prejudice to indemnification of AeroSim when such actions and/or omissions cause damage. The information added by the Client on the Platform may not violate the Intellectual Property of third parties or of AeroSim.

**7.5. Misuse.** The Client will be exclusively responsible before third-party holders of software integrated into the Platform in the event of misuse of the Services; and violation of their respective Terms of Use. The Client declares and agrees, from this moment, that it will be held judicially responsible for any and all damages, real or potential, caused by the practice of unlawful acts through the Platform and/or through the use of the Services.

**7.6. Prohibitions.** The Client is prohibited from:

- a) Violating AeroSim's copyright, trademark, or property rights, as well as reproducing, modifying, distributing, transferring, commercializing, displaying, donating, transmitting, or in any other way exploiting the Platform, except as expressly permitted by these Terms;
- b) Using the Platform in a manner contrary to what is provided in these Terms of Use or to what is made available by AeroSim;
- c) Violating or attempting to violate any security measure of the Platform;
- d) Running malware or taking any harmful and/or malicious actions that interfere with AeroSim's and/or third parties' networks, or that aim to access unauthorized information from either AeroSim or third parties;
- e) Using software or any means that may harm or impede the Service, such as, but not limited to, ping, war dialing, mail-bombs, and other virtual attacks;
- f) Making or launching programs, spam, viruses, worms, Trojan horses, scripts, or using a robot, spider, scraper, or any other automated, invasive, or malicious means for obtaining data or gaining an illicit advantage through the use or manipulation of the Platform, including but not limited to the practice of phishing, or for overloading or improperly impairing the functioning of the Platform;
- g) Using the Platform for unlawful purposes or in a manner contrary to applicable legislation;



- h) Attempting to access the source code of the Platform or any other technology related to the Services that is not open source;
- i) Making or allowing others to: copy, alter, distribute, display, license, modify, or reproduce, perform reverse engineering in any form, or use AeroSim's Intellectual Property, unless there is an express, prior written agreement;
- j) Modifying, decompiling, reverse-engineering, or altering any of AeroSim's source code;
- k) Using an anonymous tool or proxy for the purpose of making its IP address anonymous;
- l) Creating an application/software that may be used to violate these Terms, or any other AeroSim Policy, applicable legislation, standards, or regulations;
- m) Using scripts in a manner that constitutes excessive or abusive use, or non-compliance with these Terms of Use;
- n) Committing any unlawful conduct, especially with regard to anti-corruption, embezzlement and money laundering, and crimes against the economy in general; and
- o) Practicing any act contrary to good faith, fraudulent, or with the intent to directly or indirectly harm AeroSim, other clients, or third parties.

**7.7. Access blocking.** AeroSim reserves the right to block the Client's access to the Platform, without the need for prior notice, if the Client uses the Platform in breach of any provision of these Terms, for unlawful purposes, or in a manner contrary to applicable legislation and good practices, for the practice of any act contrary to good faith, fraudulent, or that may directly or indirectly harm AeroSim or third parties.

## **8. SUPPORT**

**8.1. Technical Support.** The Client may contact AeroSim's Technical Support through the communication channels made available by AeroSim on the Platform.

**8.1.1.** When communicating with AeroSim, and when dealing with AeroSim employees by any means, the Client must communicate in a professional and respectful manner, in accordance with these Terms in general.

**8.2. Service Hours.** Technical Support will be available to the Client from Monday to Friday from 9am to 6pm, Brasília time. If Support is requested outside these hours, AeroSim will return to the Client as soon as possible, during the established service hours.

**8.3. Support Limitations.** AeroSim will provide Support solely and exclusively for the provision of clarifications and assistance for the proper functioning and correct operation of the Services and the Platform, in accordance with the established agreement and provided that the Client is current with the payment of the Plan. The following are not included in Support:

- a) Technical guidance or consulting regarding Simulation Results;
- b) Technical IT guidance and services - other than those related to the Platform -, such as, but not limited to, installation and configuration of equipment and devices, operating systems, infrastructure, printers, networks, internet, virus removal, and/or installation of applications and software, regardless of whether they require installation;
- c) Equipment replacement or maintenance services, hardware, operating systems, database managers, networks, internet, and other software for which the Client is responsible;
- d) Training, parameterization, and customization, which may be contracted separately, if made available;
- e) Implementation of new features, except, at the exclusive discretion of the Client, a



future agreement between the Client and AeroSim, depending on a specific engagement; and  
f) Guidance and maintenance regarding previous versions of any Platform version.

**8.4. Priority.** The Client undertakes to preferably use AeroSim's Technical Support and maintenance services, fully exempting AeroSim from any and all responsibility for defects, flaws, errors, problems, injuries, and/or damages arising from adjustments, modifications, changes, and/or maintenance performed by itself or third parties.

**8.5. Maintenance.** AeroSim may carry out scheduled maintenance and updates to the Platform, when necessary, committing to notify with a minimum advance notice of 24 (twenty-four) hours, except in emergency cases requiring immediate intervention. AeroSim will make its best efforts to carry out maintenance with a view to minimizing impacts on the Client. Emergency maintenance that may result in unavailability will be communicated as soon as possible, after the need for correction has been identified.

## **9. CANCELLATION**

**9.1. Term.** Plans are engaged with an annual term, counted from the date of license activation, during which the Platform will remain available to the Client, subject to the conditions of use established in these Terms.

**9.2. Cancellation.** In the event of a cancellation request before the end of the annual term, there will be no refund of any amounts paid, and the Platform will remain available until the end of the contracted period.

**9.3. Renewal.** After the term expires, the engagement will be renewed upon issuance of a new Commercial Proposal. Renewal will only be effective after confirmation of full payment of the corresponding Plan. If payment is not made by the start of the new period, access to the Platform will be automatically suspended, and may be reactivated upon regularization of payment.

**9.4. Transfer of information.** In the event of cancellation requested by the Client, AeroSim may provide the Client, upon express request, the orderly and timely transfer of the Client's information entered on the Platform or the Simulation Results that have already been generated in its account, and there may be an additional cost for this service, subject to the data deletion period provided in these Terms.

**9.5. Cancellation by AeroSim.** The partial or total non-compliance by the Client with any of the obligations provided for in these Terms of Use may result in the suspension of the Services and/or the immediate cancellation of the Client's registration on the Platform by AeroSim, without prejudice to reimbursement for losses and damages, borne by both AeroSim and any third parties that may have been affected by the infringement committed by the Client.

**9.5.1.** If the Client's registration is cancelled, for any reason, AeroSim will not refund amounts proportionally to the remaining months of the annual term.

## **10. CONFIDENTIALITY**

**10.1. Transfer of Confidential Information.** If there is a transfer, between the Client and AeroSim, of Confidential Information, both mutually undertake, including on behalf of their employees, cooperatives, agents, and third parties participating in any way in the performance



of the subject matter of these Terms, to maintain the most complete and absolute secrecy regarding any and all Confidential Information.

**10.2. Prohibition.** The parties are prohibited, under any pretext, directly or indirectly, from disclosing and/or revealing, storing, copying, reproducing, or using for purposes other than the subject matter of these Terms, the Confidential Information, without the prior express authorization of the party that disclosed the Confidential Information.

**10.3. Exceptions.** The following will not be considered Confidential Information:

- a) Information that was or has become public domain at the time of disclosure; and
- b) Information that has been lawfully obtained by the parties through third parties, without direct or indirect violation of these Terms.

**10.4. Disclosure of Confidential Information.** If Confidential Information must be disclosed by virtue of law or court order, the party receiving the order must notify the party holding the Confidential Information, prior to disclosure and with reasonable notice, so that it may take the measures it deems necessary to prevent the disclosure. If the disclosure of the Confidential Information cannot be avoided, the party with the legal obligation to disclose it must do so within the exact limits determined by the legal rule or the respective court order.

**10.5. Breach.** In the event of non-compliance with the confidentiality obligation set forth herein, the breaching Party will be responsible, civilly and criminally, for the breach of the confidentiality and secrecy to which it is bound, for the direct damages caused to the other Party and/or to affected third parties, provided they are duly proven, and must be held responsible for its own acts and those of its administrators, employees, agents, collaborators, subcontractors, and other persons connected to it under any title.

**10.6. Portfolio disclosure.** The Client acknowledges, by accepting these Terms, that AeroSim may, for portfolio purposes, disclose the Simulation Results, and the Client undertakes to ensure that such disclosure does not constitute a violation of any third-party copyright. AeroSim undertakes not to disclose the Client's data, as well as information on the owners and those responsible for the Simulation Results. Upon formal written request by the Client, AeroSim will remove any publication related to the Simulation Results.

## **11. PERSONAL DATA PROTECTION**

**11.1. LGPD.** During the performance of these Terms, the processing of any and all personal data ("Personal Data") will be carried out in accordance with the provisions of the General Personal Data Protection Law ("LGPD") and other applicable regulations in force. The Personal Data collected will be used exclusively to: (i) execute and ensure the functioning of the licensed software; (ii) ensure the security and integrity of the Services and Simulation Results; and (iii) comply with the purposes provided for in these Terms. For the purposes of this clause, AeroSim acts as operator ("operador") with respect to Personal Data submitted by the Client within simulation inputs and project files, and as controller ("controlador") with respect to Personal Data it collects autonomously for account registration, billing, authentication, and platform administration purposes.

**11.2. Data Confidentiality.** The Parties must treat Personal Data as confidential information, being responsible for anyone who may access it, ensuring that such persons are subject to the same duty of confidentiality and rules no less stringent than those established in these Terms.

**11.3.** Purpose. AeroSim, in its capacity as operator, will process Personal Data solely for the purposes delimited in these Terms, reserving the right to refuse, through written notice, any instruction from the Client that implies processing Personal Data in non-compliance with applicable legislation.

**11.3.1.** The Client undertakes to share with AeroSim only Personal Data that has been collected in compliance with applicable legislation, exempting AeroSim from any liability in this regard.

**11.4.** Information Security. AeroSim adopts reasonably adequate technical, administrative, and security measures to protect Personal Data against unauthorized access, loss, alteration, or any form of inappropriate or unlawful processing.

**11.5.** Data subject requests. More detailed information about the Personal Data processing carried out, including the rights of data subjects, Personal Data processed, specific purposes, and storage periods is set out in AeroSim's Privacy Policy, available at [aerosim.io](https://aerosim.io), which forms an integral part of these Terms. In the event of any conflict between this Section 11 and the Privacy Policy, the Privacy Policy shall prevail with respect to matters of personal data protection.

**11.6.** International Data Transfer. In certain circumstances, such as when cloud hosting services located in other countries are used or when it is necessary to involve partners located abroad, Personal Data may be transferred internationally. In such cases, the international transfer carried out by AeroSim will be in accordance with the provisions of the LGPD, as well as the guidelines established by the National Data Protection Authority ("ANPD") in Resolution CD/ANPD No. 19/2024.

**11.7.** Personal data sharing. AeroSim may share Personal Data, including internationally, and/or subcontract third parties, at any time and without the need for prior authorization from the Client, when necessary for the performance of the subject matter of these Terms. In such cases, AeroSim undertakes to ensure the confidentiality of Personal Data and will remain responsible for the acts of the subcontracted third party within the limits of the rules established in these Terms.

**11.8.** Security incidents. AeroSim will provide appropriate notification, within a reasonable timeframe, if it identifies the occurrence of an incident or leak of Personal Data obtained through the performance of these Terms, pursuant to art. 48, § 1 of the LGPD and Resolution CD/ANPD No. 15/2024. The Client will hold AeroSim harmless in the event of any penalties imposed by competent authorities arising from incidents caused by the Client's proven action or omission. If AeroSim suffers losses and/or damages as a result of an incident for which the Client is responsible, it may exercise its right of recourse against the Client.

**11.9.** Requests. It is the Client's exclusive responsibility to draft responses to requests from data subjects or third parties, including but not limited to the ANPD, regarding the processing of Personal Data arising from these Terms ("Requests"). Given that AeroSim plays the role of operator, in the event that it receives any request, it undertakes to provide assistance to the Client, whenever requested. In the case of requests from data subjects, AeroSim will guide the data subject to submit the request directly to the Client.



**11.10. End of contractual relationship.** At the end of the established contractual relationship, AeroSim reserves the right to retain Personal Data when its retention is permitted by applicable legislation, except if any of the circumstances set forth in Article 15 of the LGPD are established.

**11.10.1.** AeroSim will document and archive the Client's decisions and instructions regarding the processing of Personal Data necessary for the performance of these Terms, for a sufficient period to protect itself in the event of any administrative or judicial proceedings instituted due to non-compliance with applicable legislation.

**11.11. Survival of Parties' Obligations.** Even after the expiration of these Terms, the obligations of the Parties as processing agents will endure as long as either of them carries out Personal Data processing activities to which they had access as a result of these Terms.

**11.12. Liability.** If the Client fails to comply with applicable legislation or the provisions contained in these Terms, it will incur the obligation to indemnify AeroSim and any third parties affected. The duty of indemnification applies to losses and damages, as well as any consequences of such non-compliance that require the expenditure of amounts.

**11.12.1.** AeroSim, as operator, shall not be held responsible before the data subject or the ANPD, in the scope of any administrative, arbitration, and/or judicial proceedings, except in the event of non-compliance with applicable legislation or the lawful instructions of the Client. In all other cases, the Client must make the necessary efforts to exempt AeroSim from any legal action or administrative or arbitration proceedings that may be brought as a result of the processing of Personal Data to which it had access due to the execution of these Terms, except where its participation in the harmful event has been proven.

**11.12.2.** If AeroSim is required to bear any of the proceedings mentioned in the clause above, its right of recourse against the Client is reserved, without prejudice to reimbursement of expenses arising from such proceedings.

## **12. GENERAL PROVISIONS**

**12.1. Party Autonomy.** These Terms do not establish any form of association, franchise, partnership, consortium, joint venture, employment relationship, corporate relationship, or solidarity between AeroSim and the Client, nor do they grant the Parties permission to perform any acts, contract, or assume obligations on behalf of the other Party.

**12.2. Omitted cases.** Omitted cases shall be regulated by AeroSim.

**12.3. Representations and Warranties.** The Client's legal representative declares to be duly authorized to agree to these Terms of Use, as well as to fulfill the obligations set forth herein, having satisfied all legal and contractual requirements necessary for such.

**12.3.1.** Furthermore, acceptance of these Terms of Use does not infringe any other instruments to which the Client is a signatory and will not result in the termination of any such instruments.

**12.3.2.** The Client hereby agrees that the continued use of the Platform and Services will constitute acceptance of any updates made to these Terms of Use, which will always be communicated by email or through a notice on the Platform.



**12.4. Applicable Law.** These Terms will be governed, interpreted, and executed in accordance with the laws of the Federative Republic of Brazil, regardless of the Client's location and any divergence with the laws of other countries. The Client also acknowledges that access to and use of the Platform must be in compliance with Brazilian laws and regulations, as well as the interpretation and execution of these Terms.

**12.5. Deadline Calculation.** All deadlines provided for in these Terms will be calculated in accordance with Article 213, by analogy, and Article 224 of the Code of Civil Procedure, that is, excluding the first day and including the last day. All deadlines established in these Terms that fall on Saturdays, Sundays, or holidays will be automatically extended to the next business day.

**12.6. Limitation of Services.** The Services engaged by the Client under these Terms of Use are solely and exclusively the services described in this instrument, so that AeroSim is not to be confused with any public entity or with delegates authorized to act or inspect the Client's activities.

**12.7. Non-Assignment.** The assignment of the contractual relationship established by acceptance of these Terms by the Client to third parties is not permitted without the express written consent of AeroSim. AeroSim's right is guaranteed to, at its sole discretion and without the need for prior consent, transfer or assign, in part or in full, these Terms, its rights and obligations, provided that the assignee is a controlling, controlled, affiliated company or is under common control of AeroSim, or to successor third parties, provided the rights provided for herein are respected.

**12.8. Severability.** If any clause of these Terms is declared null, inapplicable, or without effect, only that clause will be affected, and the remaining clauses of these Terms will continue in force.

**12.9. Tolerance and liberality.** Any tolerance of any violation of AeroSim's Terms of Use or Policies will be considered mere liberality and will not be interpreted as novation, invocable precedent, waiver of rights, tacit amendment of contractual terms, vested right, or contractual amendment.

**12.10. Jurisdiction.** The Central Court of the District of Curitiba, State of Paraná, is hereby elected to settle any doubts or conflicts arising from these Terms of Use or other AeroSim Policies, waiving any other court, however privileged.