

Declaração de Direitos sobre Software (UEFI/BIOS)

A empresa Irus Tecnologia Ltda., nome fantasia Norion, pessoa jurídica de direito privado, inscrita no CNPJ nº 11.182.208/0001-95, com sede na Rodovia José Carlos Daux, nº 8600, Sala 6, Bloco 2, Florianópolis/SC, CEP 88050-001, fabricante nacional dos equipamentos e produtos da marca Norion, vem, por meio desta, declarar que adquire os direitos de licença de uso e comercialização do software UEFI/BIOS embarcado nos equipamentos por ela produzidos.

Esses direitos foram adquiridos conforme os termos legais aplicáveis, incluindo, mas não se limitando à Lei nº 9.609/1998, que regula a proteção da propriedade intelectual de programas de computador no Brasil. A titularidade das licenças – conforme detalhado no texto abaixo, extraído do site do proprietário intelectual original <https://www.ami.com/legal-information/> - autoriza a distribuição e uso do referido software BIOS pelos clientes finais, respeitando os limites e condições estabelecidos nos contratos e na legislação vigente.

DO SITE ORIGINAL

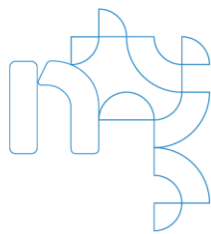
1. DEFINITIONS

A. "Authorized Products" means CUSTOMER's Computer Products and Manufactured Computer Products, sold by CUSTOMER now or in the future, of any package type, manufacturing marking, or revision level into which the Licensed Materials is implemented or integrated. CUSTOMER may add Products by written notification to AMI. Additional Authorized Product(s) may be subject to additional and separate, non-creditable fees.

B. "Affiliate" means any corporation, firm, partnership, limited liability company or other entity, whether de jure or de facto, that directly or indirectly own, is owned by, or is under common ownership with such party to extent 5% equity or more, or having the power to vote on direct the affairs of such party, and any person, firm, partnership, corporation, limited liability company or other entity actually controlled by, controlling, or under common control with such Party.

C. "Confidential Information" means information that may be provided during the term of the engagement, as amended, which if disclosed (i) in tangible form, is clearly marked as "confidential" or "proprietary" at the time of disclosure, or (ii) in intangible form (such as orally or visually) and confirmed in writing by disclosing party within thirty (30) days of such disclosure, the disclosing party identifies as "confidential" or "proprietary" at the time of disclosure. The





term Confidential Information shall automatically include the AMI's Source Code, or its licensors, and third-party confidential information as applicable, notwithstanding anything to the contrary herein or the manner of communication of the same to CUSTOMER by AMI or any third party.

D. "Derivative Matter" means any work which is based upon the Licensed Products such as a revision, modification, translation, abridgement, condensation, expansion, collection, compilation or any other form in which the Licensed Product(s) (as defined below) may be recast, transformed or adapted, any new material, information or data relating to and derived from the Licensed Products, the preparation, use and/or distribution of which, in the absence of an executed in-effect AMI agreement, as may be applicable, would constitute infringement under applicable law.

E. "Distributor" means any party, including, without limitation, original equipment manufacturers, resellers and systems integrators, that (i) purchases CUSTOMER's Computer Products from CUSTOMER for the purpose of reselling and supporting such CUSTOMER Computer Products to Customers either on a stand-alone basis or part of a bundle or combination of products or (ii) licenses CUSTOMER's Platform from CUSTOMER for the purpose of making, selling and supporting Manufactured Computer Products to Customers either on a stand-alone basis or part of a bundle or combination of products.

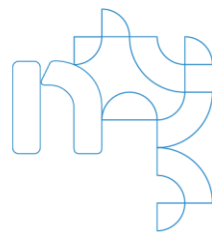
F. "Source Code" means the code from which Object Code is compiled. Source Code includes without limitation design documentation for the relevant Licensed Materials, as well as other related materials, in both machine readable and hard-copy form, (e.g., including without limitation, relevant electronically readable source documentation, design documents, help materials, and any information or programs reasonably necessary to compile the Source Code into executable, fully-functioning Object Code.

G. "Update" means a release of the Licensed Products containing substantially only error corrections and bug fixes. Updates as may be provided as maintenance, shall be at AMI's discretion and delivered via CD-ROM or via secured access to control servers. Notwithstanding the foregoing, Updates are not applicable to any core feature modifications made by CUSTOMER.

H. "Licensed Product(s)" means the standard set of executable computer programs, (e.g. Binaries, Software Tools, etc.), documentation and other material, which is being licensed to the customer by AMI.

I. "Binary" (or "Binaries") means a computer file which may contain any type of data, encoded in binary form for computer storage and processing purposes. A Binary file provided as part of the Licensed Products (defined below) may comprise of a pre-compiled, pre-linked program that is ready to run under a given operating system with the understanding that a Binary for





one operating system will not necessarily run on a different operating system.” Binaries provided to CUSTOMER.

J. “Upgrade” means the unique functional and/or feature improvements made, to Licensed Products to keep the current competitive in terms of new capabilities, features or pricing in the Licensed Products’ respective market or as agreed between the parties in writing. Such Upgrades subject to additional non-creditable fees to be negotiated by the parties.

2. COSTS AND EXPENSES

All costs and expenses incurred by the CUSTOMER with its installation, marketing, reproduction, distribution, advertising, support or promotion of the Licensed Products shall be the sole responsibility of the CUSTOMER and shall not in any way be charged to AMI.

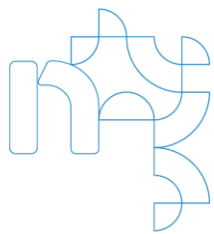
3. DISCLAIMER

NOTWITHSTANDING ANYTHING IN THE ENGAGEMENT DETAILS TO THE CONTRARY, AMI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIALS, ITS FUNCTIONALITY, ITS PERFORMANCE, ITS MERCHANTABILITY, THE VALIDITY AND/OR NON-INFRINGEMENT OF ITS INTELLECTUAL PROPERTY RIGHTS, AND ITS FITNESS FOR ANY PARTICULAR PURPOSE. AMI SHALL HAVE NO LIABILITY, AND PROVIDES NO WARRANTY, FOR ANY THIRD PARTY SOFTWARE AND/OR FREE AND OPEN SOURCE SOFTWARE. AS NEEDED CUSTOMER SHALL OBTAIN UPDATES FROM ANY RESPECTIVE PARTY. AMI DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE LICENSED MATERIALS.

4. CONFIDENTIAL INFORMATION

A. Obligation. Except as provided in the engagement details, neither party may use, reproduce, distribute or disclose Confidential Information it receives from the other party under this engagement, without the prior written authorization of the disclosing party. Each party must hold in confidence Confidential Information received from the other party and must protect the confidentiality thereof with the same degree of care that it exercises with respect to its own information of like importance, but in no event less than reasonable care, for the term of this engagement (but in no event more than three (3) years from the date of receipt of the Confidential Information). Each party shall only disclose Confidential Information to





employees, or contractually obligated contractors, who have a need-to-know basis for carrying out the purpose of the engagement. No disclosure of Confidential Information to persons without a need-to-know basis is authorized under any circumstances. Furthermore, no Confidential Information shall be posted on any network, server, or the like (i.e., ftp server, in the “cloud”), without such network, server, or the like, having credential verification sufficient to ensure that no person who is not an employee to a party to this engagement, or a contractually obligated contractor for a party, or without a need-to-know basis is authorized access. Neither party shall be liable for any inadvertent or unauthorized disclosure of Confidential Information, provided that it exercises at least the standard of care set forth above to prevent disclosure and takes reasonable steps to mitigate any damage and prevent further disclosure. CUSTOMER shall be solely responsible for any unauthorized access and security risks and related damages that occur due to such breach of Confidential Information by CUSTOMER.

B. Exceptions. Section A (“Obligation”) does not apply to any portion of the Confidential Information which the receiving party can demonstrate:

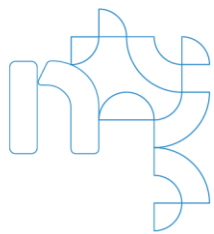
(a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known in the computer industry.

(b) was possessed by the receiving party without an obligation of confidentiality at the time of receiving such Confidential Information.

(c) is rightfully obtained by the receiving party without restriction on disclosure; or (d) is independently developed by the receiving party not in breach of this engagement.

C. Employee Access. Each party must inform its employees and contractors having access to the other party’s Confidential Information of restrictions under this engagement and shall contractually require such contractors to comply with the requirements similar to and no less restrictive than those of this Section ‘CONFIDENTIAL INFORMATION’ and Section “OWNERSHIP AND PROPRIETARY NOTICES”. No permission or authorization is granted under any circumstances to disclose Confidential Information to employees and/or contractors without a need-to-know basis. Additionally, CUSTOMER shall be solely responsible for any unauthorized access and security risks and any damages that result from such breach. Furthermore, Access to Confidential Information and to Licensed Product(s) by contractors is unauthorized unless governed by a separate agreement between the parties and the contractor, and such contractor access is unauthorized until such separate agreement is executed.





D. Legally Required Disclosures. The receiving party may divulge Confidential Information pursuant to statute, regulation or the order of a court of competent jurisdiction, provided that the receiving party notifies the disclosing party prior to the disclosure.

5. OWNERSHIP AND PROPRIETARY NOTICES

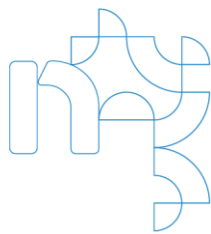
A. AMI retains title, ownership of, or otherwise rights to convey the Licensed Materials and related documentation and all subsequent copies, regardless of the form or media in which the original and copies exist.

B. CUSTOMER may modify the Licensed Materials to produce Derivative Matter for research and development purposes during the term of this engagement. All right, title and interest, including copyright, to such Derivative Matter, both executable code and Source Code, so modified, made by or for CUSTOMER that is solely and uniquely applicable only to CUSTOMER's Computer Products ("CUSTOMER Derivative Works") shall be owned by CUSTOMER subject to AMI's exclusive rights to the underlying intellectual property related to the Licensed Materials. CUSTOMER's distribution and use of any Derivative Matter is subject to the same restrictions and exceptions that are specified herein for the Licensed Materials which may only be authorized under a separate TLA. Any code that is written or developed by CUSTOMER that incorporates or modifies no portion of the Licensed Materials, for example and without limitation, code providing a user interface between the CUSTOMER's computer system and the Licensed Materials shall be owned by CUSTOMER and not be considered Derivative Matter. Notwithstanding anything to the contrary, AMI retains any and all rights to the underlying intellectual property to the Licensed Materials of any CUSTOMER Derivative Matter embodying the Licensed Materials (including any portion thereof).

C. The use and access rights granted by this engagement do not constitute a sale, lease, transfer or publication of the Licensed Materials or of any copy thereof or any related documentation.

D. All copyrights associated with the Licensed Materials, related documents and all other rights thereto are reserved by AMI. Nothing contained in this engagement shall be construed as conferring any license or right with respect to any trademark, trade name, brand name, the corporate name of AMI, or any other name or mark or any contraction, abbreviation, or simulation thereof. AMI retains the right to provide access to the Licensed Materials and to license the Licensed Materials, and any revision or modification thereof, to any other recipients and/or CUSTOMERS without restriction at any time during or after the term of this engagement. Furthermore, any use of Licensed Materials (including any portion thereof) by





CUSTOMER must contain all AMI attributions of copyright, labels, proprietary markings, trademarks or confidential legends.

E. CUSTOMER shall not remove or hide any copyright notices, labels, proprietary markings, trademarks, or confidential legends of AMI from any materials received from AMI. Any such notices displayed to the user during the execution of the Licensed Materials and any such notices in the user's manual for Authorized Products may also bear the name of the CUSTOMER but only in such a manner that there is no confusion regarding AMI's ownership and rights to the Licensed Materials, or any trademark or trade name of AMI.

F. CUSTOMER shall not use the Licensed Materials or Derivative Matter for creation or modification of any competing products including but not limited to internal or external solutions of a similar nature of that conveyed as part of the Licensed Materials.

6. LIMITATION OF LIABILITY

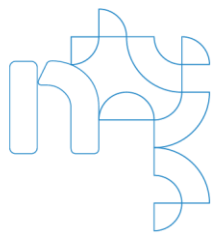
INDEPENDENTLY OF ANY OTHER REMEDY LIMITATION HEREOF, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, IT IS AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS ENGAGEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. AMI SHALL HAVE NO LIABILITY, AND PROVIDES NO WARRANTY, FOR ANY THIRD-PARTY SOFTWARE AND/OR FREE AND OPEN SOURCE SOFTWARE. NOTWITHSTANDING ANYTHING IN THIS ENGAGEMENT TO THE CONTRARY, IN NO EVENT SHALL AMI'S LIABILITY OR OBLIGATIONS TO CUSTOMER UNDER ANY ASPECT OF THIS ENGAGEMENT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO AMI PURSUANT TO ENAGEGEMT.

7. GENERAL

A. Force Majeure. A party is not liable under this engagement for non-performance caused by events or conditions beyond that party's control, if the party makes reasonable efforts to perform; provided, however, that if AMI fails to provide support for more than sixty (60) days, CUSTOMER may offset future amounts due against a pro-rata portion of any support fee.

B. Severability. In the event that any part of this 'Terms & Condition' document is found to be unenforceable, the remainder shall continue in effect, to the extent permissible by law and consistent with the intent of the parties.





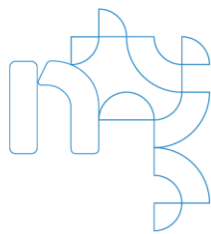
C. Relationship of the Parties. This engagement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship. Neither party may bind the other party by contract, or otherwise to any obligation, nor act in a manner which expresses or implies a relationship other than that of independent contractor.

G. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this engagement (whether by operation of law or otherwise), without the prior written consent of the other party. Notwithstanding the foregoing, AMI may assign its rights hereunder to a successor-in-interest.

J. Governing Law and Venue. This engagement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding that part of Georgia law that governs conflict of laws. The rights and obligations of each party to this engagement shall not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods. Any action arising out of any dispute between the parties to this engagement with respect to any of the transactions contemplated by this engagement shall be brought in either the Superior Court of Gwinnett County or in the United States District Court for the Northern District of Georgia. Each of the parties hereto hereby submits itself to the jurisdiction and venue of said courts for purposes of any such action. Each of the parties hereto waives any requirement for personal service and agrees that service upon themselves in such action or proceeding may be made by first class mail, certified or registered, to their last address appearing on the records of the other party.

I. Export Regulations. CUSTOMER agrees that it will conform to the Export Administration Regulations issued by the United States Department of Commerce Bureau of Industry and Security currently in force and as they may be amended (15 C.F.R. Chapter VII) and the laws, regulations, and orders administered by the U.S. Treasury Department's Office of Foreign Assets Control (collectively, "Trade Controls"), and will not take any actions that may reasonably be expected to result in noncompliance with Trade Controls by AMI. CUSTOMER understands and agrees that such regulations may include a prohibition against the export or re-export to certain countries, counterparties, or end-users of copies of the Licensed Materials and any documentation, information, or technical data related thereto, and CUSTOMER agrees that it will abide by any such applicable prohibitions. Any agreement between CUSTOMER and any of its customers relating to the Licensed Materials or the AMI Sources, if permitted by AMI, shall require its customers to abide by Trade Controls and to provide assurances to that effect to AMI upon AMI's request. CUSTOMER will immediately notify AMI of any known or suspected violation of this provision of the TAA. For sake of clarification, application of Trade Controls does not confer any implied or express right or privilege to export or otherwise distribute Licensed Materials by this TAA.





In the event CUSTOMER is sanctioned, found to be in violation of Trade Controls, or otherwise unable to comply with the Trade Controls, AMI in its sole discretion has the right to terminate this engagement or modify the business relationship based on its interpretation of the applicable Trade Controls and restrictions in order to become and remain in compliance..

J. Compliance with Laws. CUSTOMER represents, warrants, and covenants to AMI that it will, at its cost and expense, obtain all necessary regulatory approvals, licenses, and permits (collectively, "Permits") applicable to its business and comply with all Laws applicable to its business or the performance of its obligations under this engagement, as such Laws may be revised from time to time. To the extent not prohibited by applicable Law, CUSTOMER will promptly notify AMI in writing of any allegation, investigation, or inquiry into whether CUSTOMER (or any personnel of CUSTOMER) has failed to comply with any Law that may or will impact, or is otherwise applicable to, CUSTOMER's obligations under this engagement.

"Law(s)" means any statute, regulation, ordinance, rule, order, decree, or governmental requirement enacted, promulgated, or imposed by any governmental authority at any level (municipal, county, province, state, or national). "Law(s)" includes, but is not limited to all applicable anti-corruption, privacy, and other compliance related Laws.

K. No Waiver. No failure or delay on the part of either party in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, or privilege preclude any other or further exercise thereof, or of any other right, power, or privilege.

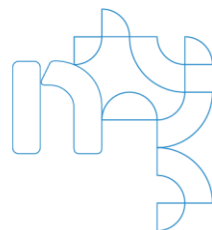
L. Captions. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or otherwise describe the scope of this engagement nor the intent of any provision thereof.

M. Non-assert. CUSTOMER agrees that use of the Licensed Materials would constitute an infringement of AMI intellectual property without a license as provided for hereunder and hereby waives any claim or right to challenge the validity of the Licensed Materials.

N. Non-solicit. CUSTOMER agrees not to directly or indirectly, actively or passively, recruit, induce, or hire any employee, contractor or consultant of AMI during the term of this engagement and for a period of 12 months following termination of this engagement for any employment or project related to the scope of Licensed Materials and related license grants provided hereunder.

O. Equitable Relief. If CUSTOMER breaches any of its obligations under this engagement, AMI shall (without limiting its other rights or remedies) be entitled to equitable relief including but not limited to injunctive relief, since the unauthorized use, disclosure, distribution, or transfer





of the Licensed Materials or confidential information will cause AMI irreparable harm and CUSTOMER stipulates that AMI's remedy at law would not be adequate.

Sem mais para o momento, e estando a disposição para maiores esclarecimentos, subscrevemos:

30 de outubro de 2025

Valdriana Rezini
CPF 909.672.759-20

