GENERAL TERMS OF USE FOR SOFTWARE AS A SERVICE (SaaS)
ENVIROASSET® DIGITAL PLATFORM
Version 1.2 – Updated on July 09, 2025

EnviroAsset Inteligência Ambiental Ltda., registered with the CNPJ under nº 60.185.021/0001-50, with its head office located in the City of Novo Hamburgo/RS, at Avenida Doutor Maurício Cardoso, 1300, Room 501, Jardim Mauá District, ZIP Code 93548-515, hereinafter referred to simply as "EnviroAsset," is the sole and exclusive owner of an environmental data visualization Platform, categorized as a WebGIS (Web Geographical Information System), offering various functionalities and subscription plans, which is provided to its clients as a service.

This is a SaaS Platform (Software as a Service) designed to facilitate the management of environmental data. The Platform may also be referred to as a computer program, application, software, or system.

The EnviroAsset® Digital Platform was originally conceived and developed within NewFields Consultoria Ambiental Ltda., a well-established company operating in Brazil since 2006. It is currently managed, maintained, and operated by a company from the same corporate group, which incorporates the brand into its corporate name and was created specifically to serve as a business entity focused exclusively on this technological product.

As EnviroAsset is the sole and exclusive owner of the Digital Platform, it is essential to establish the terms and conditions for the use of the EnviroAsset® Platform.

Users must read these terms in full and carefully, as the provision of the service is subject to their full agreement and adherence. If the client or its employees, as users of the Platform, do not agree with the content of these terms, the service cannot be provided, and access to and/or use of the environmental data visualization tool offered by EnviroAsset will not be made available.

These terms of use are subject to change at any time. Therefore, it is of utmost importance that you review them periodically to stay informed of any updates. All previous versions are properly archived, and the most recent version is indicated at the beginning of this document.

1. ENVIROASSET DIGITAL PLATFORM: BENEFITS, FEATURES AND OPERATION

1.1 EnviroAsset is the owner of an environmental data visualization Platform with various features and subscription plans, offered in the form of Software as a Service (SaaS) to its clients, aiming to provide the following benefits:
   I.   Greater intelligence in the use of environmental data
   II.   Increased efficiency

III. Management control

IV. Enhanced competitive advantage

V. Process simplification

VI. Facilitation of more accurate decision-making

VII. Data-driven innovation

VIII. Cost reduction

1.2 The basic subscription plan of the EnviroAsset® Platform includes the following features:

I. Environmental data visualization

II. Document management

1.3 In addition to its basic tools, the EnviroAsset® Platform offers supplementary tools designed to support and manage data visualization according to the Client user's needs, including:

I. Statistical Summary: Tool responsible for summarizing the entire database, generating descriptive reports on the current data status.

II. Financial Dashboard: Dashboard tool allowing for the monitoring of environmental management stages at each site, provisioned and executed resources, schedules, main project activities, responsible parties, and deadlines.

III. Project History: Tool enabling simplified, illustrated, and summarized visualization of the project timeline with its key milestones.

IV. Lithological Profile: Capability to generate a lithological profile of the desired area, provided the necessary data is available.

V. Real-time Monitoring Data Visualization (e.g., telemetry data).

VI. High-resolution Basemap Usage (e.g., drone-based aerial surveys), as an alternative to the default freely available basemap (Bing).

VII. Additional Document Management Tool for Health and Safety documents and generation of reports and graphs.

VIII. Multi-site Management Capability within the same system via a dashboard.

IX. Any other features developed by the EnviroAsset technical team, including those customized to the Client's specific needs.

1.4 The EnviroAsset® Platform operates exclusively online and does not require any software installation on the user's computers. It is entirely managed by EnviroAsset and hosted on its own or a contracted server. These technical characteristics define the service model as Software as a Service (SaaS). Accordingly, the Client will have access to the service for the duration of the contract via a login and password system.

1.5 Data input into the EnviroAsset® Platform occurs in two phases: the initial compilation of historical data and the entry of new data. The initial compilation occurs during the Platform's implementation phase. Data is extracted from files using specialized techniques to improve efficiency. Supported data sources include spreadsheets (csv, xlsx formats among others),

databases, PDFs (laboratory reports, technical reports), images, GIS files, AutoCAD, and others. This stage is executed by the EnviroAsset team. Electronic files from spreadsheets or databases are cost-effective, whereas physical files (paper) require manual processing for complete compilation and implementation.

    1.5.1   Once the EnviroAsset® Platform is implemented, the entry of new data is streamlined and can be performed either by EnviroAsset, upon written request from the Client, or by the user themselves, ensuring autonomy in data use and updates. By default, new data may be added either in csv format ("comma-separated values") with standardized fields predefined in collaboration with the Client, or directly into the Platform via a form.

1.6 The service may be contracted through monthly, quarterly, or semi-annual payments, depending on the volume of available data and the ease of data extraction.

    1.6.1   Free access periods to the Platform may be offered at EnviroAsset's sole discretion, always under the basic plan. At the end of the trial period, the Client may choose whether or not to subscribe to the service.

1.7 Upon expiration of the contractual term, during which data insertion occurs, the service will be immediately discontinued, and access to the online Platform will no longer be available.

1.8 If the Client wishes to continue accessing the Platform after the contract term ends—i.e., retaining the data visualization capability without the ability to insert new data—they may subscribe to a storage service, subject to an annual maintenance fee. The maintenance fee covers operational, storage, and potential security update costs. This feature is not available to users who accessed the Platform during a free trial period and chose not to subscribe thereafter.

1.9 Data stored on the Platform will be retained on the server for a non-extendable period of 60 (sixty) days following the contract's expiration, after which the data will be deleted from the database with no possibility of recovery or restoration.

    1.9.1   The above-mentioned retention period is intended to allow the Client, after the contract's expiration, to re-subscribe to the full service or the storage service without losing the data previously entered into the system.

    1.9.2   Notwithstanding the 60-day retention period established above, the Client may request the immediate deletion of data from the Platform at the end of the contract term, by submitting a written notice.

2. AUTHORIZATION FOR USE AND AGREEMENT TO TERMS OF USE

2.1 These terms authorize the use of the services offered through the EnviroAsset® Platform, in the Software as a Service (SaaS) model, with web-based access, granted under a non-exclusive and non-transferable license, solely for the use of the Client through its authorized users, with any use for directly or indirectly unrelated purposes being strictly prohibited.

2.2 The Client acknowledges and agrees to be bound by these terms of use while using the Platform, whether during a free trial period or under a specific service contract, including the limited access model that allows for data visualization only, pursuant to item 1.8.

2.3 The Client further acknowledges and agrees that upon expiration of the contractual term, the free trial period, or the subscription to the visualization-only service (as described in item 1.8), the service will be discontinued without prior notice. Access credentials (logins and passwords) will be disabled, and the Client shall not be entitled to any further access. The Client also agrees that all data entered into the Platform will be deleted within the timeframes specified in this document, with no possibility of restoration.

2.4 If the Client remains in default for more than thirty (30) days, EnviroAsset may suspend the Client's and its users' access to the Platform. For the purposes of service suspension, default shall include failure to comply with obligations under the standalone SaaS agreement with EnviroAsset, as well as default under any environmental consultancy agreement entered into with NewFields Consultoria Ambiental (a company within the same corporate group), where the Platform has been provided as part of the consultancy services.

2.5 Service interruption resulting from the termination of the contractual relationship with the Client user is valid and enforceable under the provisions of these Terms and does not entitle either Party to any form of compensation.

3. CONDITIONS OF USE AND INFORMATION SECURITY

3.1 The EnviroAsset® Platform is hosted on a robustly configured Debian virtual machine on Microsoft Azure, providing a secure and highly scalable environment for users. The use of the Debian operating system, known for its stability and security, combined with Azure's cloud infrastructure, ensures that all data is managed within an environment protected by stringent cybersecurity measures such as encryption of data at rest and in transit, and multi-factor authentication. Additionally, the Azure solution allows for efficient scalability, enabling dynamic allocation of additional resources as needed, without downtime or performance degradation. This capability ensures the Platform can quickly adapt to user growth and demand spikes, maintaining high availability, continuity, and reliability of service.

3.2   EnviroAsset is responsible for providing access to the EnviroAsset® Platform via a web-based system; proactively monitoring its infrastructure with a preventive approach; performing updates, which will be applied automatically without prior notice; and providing technical support to users.

   3.2.1   Technical support is available Monday through Friday during business hours (9:00 a.m. to 12:00 p.m. and 2:00 p.m. to 5:00 p.m.), and must be requested via email to suporte@enviroasset.com.br. Responses will be provided within a maximum of 48 (forty-eight) hours, unless technical issues require additional time, which will be communicated to the Client and/or user within the initial response period.

3.3   The EnviroAsset® Platform may be used by as many users as necessary to meet the Client's needs. Users must be contractually affiliated with the Client. Each user will receive a unique login and password, which are strictly personal and may not be shared with third parties.

   3.3.1   In cases of free access for trial periods or as a supplementary tool in consultancy services provided by NewFields, up to twenty (20) users will be allowed, unless otherwise agreed contractually.

   3.3.2   If the contracted environmental consultancy involves technical support in administrative and/or judicial proceedings, access will also be granted to the Client's attorneys, who shall be bound by these Terms of Use upon access.

   3.3.3   To receive login credentials, the user must provide the following information: full name, CPF (Brazilian individual taxpayer registry), and email address. Users who refuse to provide this information will not be granted access to the Platform.

   3.3.4   The Client is obligated to immediately notify EnviroAsset upon termination of any employee who is a Platform user so that access can be revoked accordingly.

3.4   Upon written request from the Client, it is possible to configure user profiles with different access permissions within the EnviroAsset® Platform.

3.5   EnviroAsset will maintain records of all service-related activities, including IP address tracking (Internet Protocol identifiers for each device). Any suspicious activity may result in the suspension of login credentials until the user is revalidated.

3.6   EnviroAsset employs information security tools such as firewalls, password encryption, access log management, and restricted server access, among others. Security policies and tools are reviewed periodically. Any implementation of new policies or tools may be performed without prior notice, and Clients and/or users will be required to comply with them once notified.

3.7 EnviroAsset only provides the functionalities of the Platform and the storage of data. It shall not be considered, under any circumstances, the owner of the data, information, or materials submitted by the Client ("Client Data") during Platform usage.

3.8 The security of Client data is paramount. Various tools and protocols are employed to protect stored data, whether hosted on EnviroAsset's own servers or third-party services. The Platform integrates antivirus and anti-malware tools. EnviroAsset's internal IT resources are protected by hardware and host-based firewalls. External access to the network and servers is only possible via IPSec VPN or authenticated RSA SSH connections. Our Information Security team stays up to date on security matters, monitoring US-CERT (www.us-cert.gov) and other threat lists to ensure that all provided services are equipped with the latest security measures. The Information Security team has real-time data on potential threats and intrusion attempts targeting EnviroAsset's servers. Access to the Platform is protected by passwords. To safeguard access credentials, EnviroAsset uses two techniques known as SHA-2 (Secure Hash Algorithm 2) and salting. All access to the EnviroAsset® Platform is monitored, enabling access control and the identification of any unauthorized access to the system.

   3.8.1 In addition to operating on the Linux distribution Debian 9, all packages are maintained in their latest stable versions as released by the system developers. The system operates on a server with secure and certified protocols where all input data is encrypted (HTTPS). The following tool can be used to test certificates and security protocols: https://www.ssllabs.com/ssltest/analyze.html. Security details for our domain, apps.newfields.com, can be verified using this tool.

3.9 The Client is responsible for all data entered into the Platform and for all activity conducted through its user accounts. The Client must comply with all applicable municipal, state, federal, and international laws, treaties, and regulations related to use of the service, including those governing data privacy, international communications, and transmission of technical or personal data.

   3.9.1 The Client and/or users shall:
   I. immediately notify EnviroAsset of any unauthorized use of passwords or accounts, or any suspected security breach;
   II. promptly report and take reasonable steps to cease any unauthorized copying or distribution of Platform content; and
   III. not impersonate another Platform user or provide false identity information to gain or retain access to the service.

3.10 EnviroAsset shall not be liable for any deletion, correction, alteration, destruction, damage, loss, or failure to store any Client data resulting from access via valid credentials (login and password) registered in its systems.

3.11 It is also the responsibility of the Client and/or users to maintain the equipment necessary to access the Platform (cables, internet, approved and updated browsers, etc.) within the minimum technical standards and requirements recommended and/or informed by EnviroAsset through its support channels or specific documentation, as well as to perform upgrades of hardware and operational software used to access the Platform, when necessary.

3.12 EnviroAsset shall not be held responsible for failures in Platform usage resulting from:
I. Inadequate or insufficient Client/user technological resources, including network and internet issues, viruses, hardware failures, or incompatible operating environments;
II. Scheduled service interruptions for technical adjustments or maintenance, which will be announced in advance and, preferably, carried out outside business hours;
III. Emergency interventions that are required to protect server security, prevent hacker activity, or apply security patches;
IV. Force majeure or acts of God, in accordance with Article 393 of the Brazilian Civil Code;
V. Suspension of contracted services by order of competent authorities; and/or
VI. Breach of obligations set forth in these Terms or related agreements.

3.13 Any Client and/or user who engages in unlawful and/or prohibited actions that violate applicable laws, these Terms, or any related agreements, or that harm EnviroAsset's reputation, may have services suspended, data deleted from the software, and may be held civilly and criminally liable for any resulting direct or indirect damages.

4. INTELLECTUAL PROPERTY

4.1 All intellectual property rights related to the EnviroAsset® Platform, including, but not limited to, the software, source code, algorithm, databases, system and database functionalities, whether patented or not, system layout, designs, distinctive signs such as trademarks, logos, and domain name, as well as trade secrets, know-how and/or methodologies and specific ways of handling data ("data-driven environmental intelligence"), as well as any documents generated thereby and/or analyses carried out based on the data entered, whether in the form of copyright or industrial property, are the sole and exclusive property of EnviroAsset.

4.1.1 Under no circumstances shall any right to participation, co-ownership, or compensation arise as a result of improvements and/or enhancements made to the Platform based on suggestions, comments, recommendations, or other input provided by the Client or any user of the service, nor regarding solutions and technologies applied to the development of any prototypes tailored to the needs of clients, including those in testing or experimental phases. All intellectual property rights in such cases belong and shall continue to belong exclusively to EnviroAsset.

4.2 The contractual relationship formalized with the Client, or any user of the Platform is solely one of service provision through the licensing of the Platform, with rules also established in these Terms of Use. It does not, under any circumstances, constitute a sale and/or transfer of rights over the Platform, nor does it grant the Client and/or users any ownership rights over the service, EnviroAsset's technology, the Platform's name or trademark, exclusive usage rights, or any other intellectual property rights, all of which remain the exclusive property of EnviroAsset.

4.3 EnviroAsset maintains confidentiality—and ensures that its personnel maintain confidentiality—regarding any information related to the operation of the Platform, which, in addition to being protected by copyright, also has its structure and functionalities protected as trade secrets. The Client and/or users may not disclose, reveal, reproduce, copy (including trade dress), or make such information known to third parties, nor may they use it for any purpose other than the fulfillment of the Agreement.

4.4 The Client and/or Platform users are expressly prohibited from:
I.   any form of reproduction (copying), whether in whole or in part;
II.   transferring the Platform in any manner;
III.   licensing or making the Platform available to third parties in any form;
IV.   making any modifications, alterations, or adaptations to the Platform's programming;
V.   disassembling, reverse engineering, decompiling, or employing any other strategy aimed at obtaining the Platform's source code;
VI.   developing an identical internal system, not only by using the same programming code but also by replicating its functionalities, under penalty of copyright infringement, industrial property violation, and/or unfair competition, as applicable;
VII. reproducing or granting third-party access to information regarding the proprietary methodology used by the Platform in organizing, presenting, and processing data ("data-driven environmental intelligence");
VIII. using, under any form or justification, the trademarks, distinctive signs, domain names, layouts, aesthetic aspects, and variations displayed in the software; and
IX.   removing or altering trademarks, logos, copyright notices, or any proprietary information belonging to EnviroAsset, under penalty of violating applicable law and being liable for all resulting damages.

5.   CONFIDENTIALITY

5.1 In addition to the confidentiality provisions related to the protection of EnviroAsset's intellectual property and personal data protection, EnviroAsset undertakes to maintain, and to ensure its personnel maintain, the confidentiality of any information accessed while providing the service, especially the environmental data entered into the Platform.

5.2 Any information and data deemed confidential under these terms—whether belonging to either Party—shall be treated as confidential regardless of the way they are disclosed (written or otherwise) and irrespective of whether such information is expressly identified as confidential.

5.3 Information and/or data shall not be considered confidential if any of the following applies:
   I.   It is demonstrably part of the public domain at the time of disclosure;
   II. It enters the public domain after disclosure without any breach of obligations under this or any other confidentiality agreement; or
   III. It is disclosed by a third party who did not receive it under a duty of confidentiality.

5.4 Each Party shall promptly notify the other of any unauthorized use or disclosure of CONFIDENTIAL INFORMATION by itself, its agents, or employees, and shall cooperate fully to recover the disclosed CONFIDENTIAL INFORMATION and prevent further unauthorized use or dissemination.

5.5 Either Party may disclose CONFIDENTIAL INFORMATION to authorities only when legally required in judicial or administrative proceedings, provided the other Party is informed in advance so that appropriate measures can be taken to prevent such disclosure. If disclosure cannot be avoided, the disclosing Party shall limit the information provided to only what is strictly necessary and shall notify the authority that the information is confidential, requesting that appropriate legal measures be adopted to preserve its confidentiality.

5.6 The Parties agree not to disclose any CONFIDENTIAL INFORMATION to third parties during the term of any contractual or commercial relationship involving access to the services provided through the Platform, and for a period of five (5) years following the termination of such relationship, with or without cause. Exceptions apply to know-how and trade secrets, which shall remain confidential for an indefinite period due to their nature.

6.   PERSONAL DATA PROTECTION

6.1 The EnviroAsset® Platform is a Platform designed for environmental data management. Therefore, only personal data strictly necessary for user registration in the system for service provision purposes will be processed. The Parties undertake to use personal data that is necessary exclusively for the fulfillment and execution of the object of this agreement, a legal basis that authorizes the processing of personal data (Art. 7, V, Law No. 13,709/2018), as well as in compliance with any other personal data protection legislation applicable in the jurisdiction where the Platform is accessed or used. The Parties also undertake to adopt all technical, administrative and organizational security measures required by such legislation to protect personal data against unauthorized or improper access, use or acquisition.

6.2 EnviroAsset shall not use any personal data processed under this agreement for any purpose other than providing the Services and expressly commits to protecting all such data against any form of unauthorized processing, retention, transfer, or use beyond what is strictly necessary, in accordance with applicable data protection laws in Brazil and in the jurisdiction where the Platform is used.

6.3 In addition to any similar obligations contained in these Terms, the Parties agree to maintain the confidentiality of all personal data processed under this agreement and to promptly notify the other Party of any security incident or suspected situation that may impact the safety of such data, in accordance with applicable data protection legislation, including but not limited to the LGPD and any relevant local regulations.

6.4 Detailed information on personal data protection is provided in the Platform's Privacy Policy, which includes information on data subject rights, lawful bases for data processing, security measures adopted by EnviroAsset, and other relevant topics. Agreement to the Privacy Policy, together with the Platform's General Terms of Use and/or any applicable Special Terms of Use or License Agreements, is a prerequisite for accessing the Platform.

6.5 Upon termination of service provision, EnviroAsset undertakes not to keep stored any personal data to which it has had access that is not strictly necessary for compliance with legal or regulatory obligations, or for the regular exercise of rights, and must eliminate any and all unnecessary records from its systems within 3 (three) years, unless applicable legislation determines a different term. Such term is specifically justified for the retention of access logs and registration data that may be required for audit, security purposes, or in potential judicial or administrative proceedings related to service provision.

7. FINAL PROVISIONS

7.1 This document sets forth the general conditions for the use of the software as a service, under a license offered either independently or in connection with other service provisions. The Parties declare that their relationship is solely one of service provision and/or software licensing, and that acceptance of these terms does not create any employment, partnership, or corporate relationship between them. Each Party shall bear full responsibility for labor, social security, and tax obligations concerning their personnel involved in the provision of services, including any changes to applicable legislation.

7.2 Any tolerance by either Party regarding the failure to comply with any obligation under these terms shall be considered a mere act of leniency and shall not constitute novation, a precedent, a waiver of rights, an implied amendment to these terms, or an acquired right by the other Party.

7.3 Should any provision of these Terms be deemed unenforceable, invalid, or unlawful, the remaining provisions shall remain in full force and effect as if these Terms had been executed without the unenforceable, invalid, or unlawful provision. The unenforceability, invalidity, or unlawfulness of one provision shall not otherwise affect the enforceability, validity, or lawfulness of the remaining provisions, provided that the removal of such provision does not substantially alter the Parties' expectations.

7.4 EnviroAsset may, at its sole discretion, suspend or terminate access to the Platform in the event of a violation of these Terms, the Privacy Policy, or any applicable license or special terms of use, without prejudice to the determination of any resulting liabilities.

7.5 In view of the different local, national, and international laws that may be applicable, the Parties agree that the governing law for the interpretation of these Terms and any related agreements shall be that of the Federative Republic of Brazil.

7.6 Any dispute, controversy, or claim arising out of or relating to these General Terms of Use, including their interpretation, performance, breach, termination, or validity, shall be finally resolved by arbitration administered by the International Chamber of Commerce (ICC) in accordance with the ICC Rules of Arbitration in force at the time the request for arbitration is submitted. The arbitration shall be conducted by a sole arbitrator, to be appointed by mutual agreement of the Parties or, failing such agreement, by the ICC in accordance with the applicable Rules. The arbitration proceedings shall be conducted in Portuguese or English, and all communications, hearings, and documents may be submitted in either language. The seat of arbitration shall be São Paulo, State of São Paulo, Brazil. The applicable law shall be the law of the Federative Republic of Brazil.