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PORTAL USER AGREEMENT

THIS IS A CONTRACT. BY CLICKING “ACCEPT” BELOW, YOU (“USER”) ACCEPT ALL TERMS AND CONDITIONS OF THIS PORTAL USER AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THIS PORTAL USER AGREEMENT, YOU SHOULD CLICK “DO NOT ACCEPT,” IN WHICH CASE YOU WILL NOT BE ABLE TO USE THE PORTAL.

1. GENERAL CONDITIONS OF UTILIZATION

1.1 This Portal User Agreement (“*Portal User Agreement*”) governs the utilization of the services available via the secure area of Petronect’s website provided at www.petronect.com.br (“*Website*”), which is accessible only by registered users after login (such secure area of the Website is hereinafter referred to as the “*Portal*” and the services provided by Petronect through the Portal are hereinafter referred to as the “*Portal Services*”). The Portal is operated by Procurement Negócios Eletrônicos S.A., a legal entity of private right, in the CNPJ under No. 05 370 858/0001–61, with offices at Assembléia’s Street, 10 – room 901, ZIP Code 20011–901, Rio de Janeiro, Brazil (“*Petronect*”). Petronect’s Portal provides acquisition-related services for Petrobras – Petróleo Brasileiro S.A. and its subsidiaries and business units, including Petrobras Americas, Inc.(collectively, “*Petrobras Parties*”). Specifically, the Portal and the Portal Services enable


(i) User to upload, input, transfer, transmit, and otherwise provide data, information, and materials (collectively, “*User Materials*”) to Petrobras Parties and (ii) Petrobras Parties to upload, input, transfer, transmit, and otherwise provide data, information, and materials to User (inclusive of Bulletins, as defined in Section 5.3) (collectively, “*Petrobras Materials*”).

1.2 This Portal User Agreement hereby incorporates herein by reference the Terms of Use set forth at [terms of use](#) (“*Terms of Use*”) and Privacy Policy set forth at [privacy police](#) (“*Privacy Policy*”), which apply to both the Portal and use of the Website.

1.3 The term of this Portal User Agreement shall commence on the date that User electronically executes this Portal User Agreement (i.e., by clicking “Accept” below) and shall remain in full force and effect for an initial period of one (1) year, and thereafter shall automatically renew for successive one (1) year periods, unless earlier terminated pursuant to Section 9.

1.4 Petronect reserves the right of unilaterally modifying, at any time, the Portal, as well as modifying, at any time, the Portal Services, this Portal User Agreement (in

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accordance with Section 4 below), the Terms of Use (as set forth therein), and the Privacy Policy (as set forth therein), as well as any notices, rules, and instructions for utilization of the Portal.

2. THE PORTAL TECHNOLOGY

2.1 The Portal and the Portal Services utilize certain proprietary software, tools, technology, and content. Such software, tools, technology, content, and documentation related thereto (inclusive of the Petrobras Materials), are hereinafter referred to as “*Portal Technology*.”


2.2 Petronect grants User a nonexclusive, nontransferable license to use the Portal Technology solely for User’s internal use in receiving, evaluating and responding to procurement requests from Petrobras Parties and communicating with Petrobras Parties in accordance with this Portal User Agreement (“*Authorized Uses*”). User is prohibited from modifying or permitting anyone else to modify the Portal Technology or any portion thereof. User agrees that it shall not directly or indirectly, nor permit others to, distribute, disseminate, reverse compile, reverse-engineer (or analyze or otherwise examine for the purpose of reverse-engineering), decompile, or disassemble any portion of the Portal Technology. User is prohibited from copying or duplicating, or permitting anyone else to copy or duplicate the Portal Technology or portion thereof, except User may make one electronic copy and a reasonable number of printed copies of the Petrobras Materials as many be necessary for its Authorized Uses, as well as back-up and archival purposes. User shall not delete, or in any manner alter, any notices, disclaimers, or other legends contained in the Portal Technology, and User shall include such notices, disclaimers, or other legends if User makes any copies of the Petrobras Materials as permitted herein. User shall not distribute, transmit, license, or otherwise transfer any aspect of the Portal Technology directly or through third parties. User is prohibited from using the Portal Technology in a service bureau environment and from otherwise using the Portal Technology for any purpose other than the Authorized Uses for its own business, unless Petronect agrees in writing to such an arrangement.

2.3 The components of the Portal Technology are subject to copyrights and other proprietary rights of Petronect and its licensors, and the Portal and Petrobras Materials are trade secrets of the Petronect and its licensors. As between User and Petronect, all rights, title, and interest in and to the Portal Technology shall remain the exclusive property of Petronect and its licensors.

3. ACCESS TO THE PORTAL

3.1 Petronect has provided User with a login name (“*Login*”) and password

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(“*Password*”) to access the Portal and utilize the Portal Services. The Login and Password are hereinafter referred to as the “*Access Keys*”).

3.2 User shall utilize the Access Keys only for authorized purposes and User shall keep the Access Keys confidential. User is solely responsible for any unauthorized use of User’s Access Keys. User is obligated to promptly notify Petronect of the loss or theft of its Access Keys, as well as any risk of access thereto by an unauthorized third party. In addition to other remedies that may be available to Petronect, Petronect shall have the right to suspend and/or terminate User’s access to the Portal if Petronect determines that Access Keys have been provided to non-authorized third parties for their utilization or upon any other violation by User of this Portal User Agreement. Petronect shall not be liable for loss or damage arising from use of User’s Access Keys by third parties who have obtained such Access Keys by or through User’s failure to maintain the Confidentiality thereof.

4. UPDATES TO PORTAL USER AGREEMENT

4.1 Petronect has the right to amend or modify this Portal User Agreement at any time. If such amendment or modification materially amends or modifies the terms this Portal User Agreement, Petronect shall prepare an addendum with such amendment or modification (“*Addendums*”). Petronect shall post the Addendum on the Portal. The Addendum shall identify the effective date on which the Addendum becomes effective. Petronect shall use commercially reasonable efforts to notify User by e-mail of the existence of the Addendum and its availability on the Portal.


4.2 Petronect has the right to suspend temporarily User’s access to the Portal, and interrupt the provision of Portal Services, if Petronect does not receive User’s agreement to an Addendum through execution online (i.e., via an “Accept” button or otherwise). If the delay continues, Petronect has the right, in its sole discretion, to terminate this Portal User Agreement and User shall have no further right or license to access or use the Portal, the Portal Services, or the Portal Technology.

5. RESPONSIBILITY FOR HOSTED MATERIALS

5.1 User Materials and Petrobras Materials are hereinafter collectively referred to as *Hosted Materials*.

5.2 Petronect utilizes industry standard security and virus protection technology to protect Hosted Materials; however taking into consideration the multi-user aspect of the Portal and the plurality of the content sources, Petronect is technically unable to ensure, under all circumstances and at every time, the absence of viruses or other programs with

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damaging intents.

result of the business actions practiced in the Portal by other users of the Portal and/or by the Petrobras Parties. Thus, Petronect recommends the comparison of sources and the use of common sense before making any economic, administrative, strategic, planning or other decision based on Hosted Materials, or based on reports or bulletins containing data from Hosted Materials that are published by Petronect (“*Bulletins*”), regardless of their source, author, or origin.

5.4 Without limiting the generality of Section 5.3, Petronect exempts itself from any and all possible damages and losses whatsoever, arising from the utilization of the Portal, the Portal Services, the Portal Technology, or Hosted Materials (collectively, the “*Portal Services and Materials*”), including, but not limited to, those that may result from: (a) the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (b) the violation of industrial and intellectual property rights, trade secrets, contractual obligations of any kind, property rights, and any other rights whatsoever belonging to a third party, as a result of the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (c) the performance of unfair competition and illicit advertising by third parties, or their agents, as a result of the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (d) the inadequacy for any purpose whatsoever or frustration from expectations generated by the Portal Services and Materials; (e) the non compliance, late compliance, deficient compliance with or termination for any reason, of the contractual obligations undertaken by third parties, and contracts executed with third parties, through or by reason of the access to the Portal Services and Materials; and (f) the errors and defects of any kind (explicit or hidden) possibly existing in the Portal Services and Materials.


5.5 User shall not circumvent, disable, or otherwise interfere with security-related features of the Portal and Portal Services that prevent or restrict access, use, or copying of any aspect of the Portal Services and Materials or any data, materials, or information uploaded, transferred, or transmitted by third party users of the Portal.

5.6 While Petronect cannot and does not undertake to monitor all Hosted Materials, Petronect has the right, but not the obligation, to remove Hosted Materials from the Portal that Petronect deems inappropriate due to a violation of the terms of this Portal User Agreement or otherwise as determined by Petronect in its sole discretion.

6. REPRESENTATIONS AND WARRANTIES

6.1 User represents and warrants to Petronect that (a) it complies with all laws and regulations applicable to its use of the Portal Services and Materials, including export

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control laws, and the User Materials conform to all applicable laws and regulations; (b) it has the right to enter into and fully perform its obligations under this Portal User Agreement and to grant the rights granted hereunder, and that the foregoing shall not constitute a breach or violation of any other agreement entered into by User; (c) this Portal User Agreement is executed by an individual with authority to enter into binding agreements on behalf of User; (d) the User Materials will be either User's own and original creation or validly licensed to User or in the public domain; (e) the User Materials will include only content that User is authorized to use and to authorize Petronect, the Petrobras Parties, and the Affiliated Parties (as such term is defined in the Terms of Use) to use as contemplated herein; (f) the User Materials and their use as contemplated in this Portal User Agreement do not in any way violate, conflict with, or infringe upon any right of any kind or nature of any person or entity, including without limitation any copyrights, trademark rights, patent rights, trade secret rights, moral rights, rights of publicity or privacy, or other rights, and do not and will not cause injury to, or give rise to any claim by, any third party; and (g) the User Materials do not contain any viruses, trap doors, hidden sequences, hot keys, time bombs, easter eggs, or other harmful or disabling code.

7. INTELLECTUAL PROPERTY; LICENSES


7.1 User hereby grants to Petronect a worldwide, non-exclusive license during the term of this Portal User Agreement to (a) include the User Materials on the Portal; (b) reproduce, cache, and store on its servers the User Materials in connection with its provision of the Portal Services; (c) transmit the User Materials to Petrobras Parties; and (d) make a reasonable number of electronic and print copies of the User Materials for backup or archival purposes.

7.2 Petronect shall have the right to sublicense the rights granted in Section 7.1 to Affiliated Parties.

8. CONFIDENTIAL INFORMATION

8.1 Each party acknowledges that in performing under this Portal User Agreement, it may gain access to Confidential Information (as such term is defined in Section 8.3) belonging to the other party and that such Confidential Information may contain trade secrets of such party. Accordingly, when a party (the "Receiving Party") receives Confidential Information from another party (the "Owning Party") the Receiving Party shall, and shall obligate its employees and agents to: (a) maintain the Confidential Information received from the Owning Party in strict confidence; (b) not disclose the Confidential Information received from the Owning Party to a third party without the Owning Party's prior written approval; and (c) not, directly or indirectly, use the

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Confidential Information received from the Owing Party for any purpose other than for the purposes permitted by this Portal User Agreement. Each party shall take reasonable measures to protect the Confidential Information of the other party, which measures shall not be less than the measures taken by such party to protect its own confidential and proprietary information. All Confidential Information shall remain the sole property of the Owing Party.

8.2 Notwithstanding Section 8.1, the Receiving Party may disclose the Confidential Information received from the Owing Party (a) as expressly permitted under this Portal User Agreement (including by Petronect pursuant to Section 7.1); (b) to the Receiving Party's employees and agents, but only to the extent that they have a need to know the same, and the Receiving Party undertakes to ensure that such employees and agents are bound by confidentiality and nondisclosure obligations with respect to such Confidential Information that are no less strict than the confidentiality and nondisclosure obligations set forth in this Section 8; (c) to the Receiving Party's professional advisors for use in providing services for the sole benefit of the Receiving Party so long as the Receiving Party undertakes to ensure that such advisors are bound by confidentiality and nondisclosure obligations with respect to such Confidential Information that are no less strict than the confidentiality and nondisclosure obligations set forth in this Section 8; or (d) to the extent the Receiving Party is under a legal obligation (whether by statute, court order, or otherwise) to disclose such Confidential Information subject to providing prompt notice of such requirement to the Owing Party so that the Owing Party may have the opportunity to seek a protective order or other appropriate remedy and the Receiving Party shall cooperate in the Owing Party's attempts to obtain protection or confidential treatment of such Confidential Information, and the Receiving Party's disclosure shall be limited to the specific Confidential Information required to be disclosed.

8.3 For purposes of this Portal User Agreement, "*Confidential Information*" shall mean any information in any form that the disclosing party desires to protect against unrestricted disclosure or use, and that is designated as proprietary or confidential by either being conspicuously labeled as "proprietary" or "confidential" or which, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Without limiting the generality of the foregoing, the Confidential Information of Petronect shall include the Petronect Technology and the Petrobras Materials. Confidential Information shall not include information which (a) is or becomes generally known to the public through no act or omission of the Receiving Party, (b) was in the Receiving Party's possession prior to the disclosure hereunder without an obligation of confidentiality, (c) is disclosed to the Receiving Party by a third party not under an obligation of confidentiality, or (d) was independently developed by the Receiving Party without use or reliance on any Confidential Information of the Owing Party.

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9. RESCISSION AND CONTRACTUAL TERMINATION

9.1 In addition to the other rights of termination set forth in this Portal User Agreement, either party may terminate this Portal User Agreement at any time for its convenience by providing the other party with written notice of such termination. Users who no longer desire to use the Portal and the Portal Services must complete and submit the online form available at

http://www.petronect.com.br/irj/go/km/docs/documents/Petronect/Conteudo_Publico/eng/treinamentos/F.FBI.131.00001_Block_Unblock_Company_Petronect_Form.pdf.


9.2 Petronect may terminate this Portal User Agreement if User materially breaches any of its representations, warranties, obligations, or agreements hereunder. Breaches by User include, but are not limited to, the following: (a) using the Portal to transmit false and deceitful information; (b) using the Portal to transmit any kind of information, data, or software that might totally or partially damage Petronect's system and its data and information; (c) breach of User's confidentiality obligations, including User's confidentiality obligations with respect to Access Keys; and (d) other circumstances deemed as a breach by Petronect if, upon notification to User, User does not cure such breach (if curable) within the period specified by Petronect. In the event User has breached this Portal User Agreement, Petronect may include User on a list of parties prohibited from being able to use the Portal in the future.

9.3 Upon termination or expiration of this Portal User Agreement for any reason, all rights and obligations of the parties shall terminate, including the licenses granted in this Portal User Agreement, *provided, however*, expiration or termination of this Agreement shall be without prejudice to any rights or obligations of any party which may have accrued up to the date of expiration or termination, and Sections 7.1(d), 7.3, 8, 9.3, 10, 11, 12, and 13 shall survive the expiration or earlier termination of this Portal User Agreement.

10. INDEMNITIES

10.1 User hereby agrees to indemnify and hold harmless Petronect and the Affiliated Parties from and against all third party claims, costs, liabilities, judgments, expenses, and damages (including amounts paid in settlement and reasonable attorneys' fees) (collectively, "**Losses**") arising out of or in connection with User's breach of any covenants, warranties, or representations made in this Portal User Agreement (inclusive of the terms incorporated by reference in the Terms of Use and Privacy Policy) or User's gross negligence or willful misconduct involving any aspect of the Petronect Portal and Materials.

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11. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

11.1 Without limiting the generality of Sections 5.3, 11.2, and 11.3, Petronect shall not be responsible or liable for any and all possible damages and losses whatsoever, arising from the Portal Services and Materials), including, but not limited to, those that may result from: (a) the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (b) the violation of industrial and intellectual property rights, trade secrets, contractual obligations of any kind, property rights, and any other rights whatsoever belonging to a third party, as a result of the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (c) the performance of unfair competition and illicit advertising by third parties, or their agents, as a result of the transmission, broadcasting, storage, availability, receipt, or provision of or access to the Portal Services and Materials; (d) the inadequacy for any purpose whatsoever or frustration from expectations generated by the Portal Services and Materials; (e) the non compliance, late compliance, deficient compliance with or termination for any reason, of the contractual obligations undertaken by third parties, and contracts executed with third parties, through or by reason of the access to the Portal Services and Materials; and (f) the errors and defects of any kind (explicit or hidden) possibly existing in the Portal Services and Materials.

11.2 USE OF THE PORTAL SERVICES AND MATERIALS IS AT YOUR OWN RISK. PETRONECT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, DATA INTEGRATION AND NON-INFRINGEMENT. THE PORTAL SERVICES AND MATERIALS IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS. THE INFORMATION AND MATERIALS PROVIDED ON OR THROUGH THE PORTAL SERVICES AND MATERIALS MAY BE OUT OF DATE, AND NEITHER PETRONECT NOR ITS AFFILIATED PARTIES MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION OR MATERIALS. PETRONECT MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE ON OR ACCESSIBLE THROUGH THE PORTAL SERVICES AND MATERIALS. PETRONECT MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE PORTAL SERVICES AND MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.3 TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PETRONECT, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS,

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REPRESENTATIVES, OR LICENSORS BE LIABLE TO USER OR ANY OTHER PARTY FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO: (1) USER'S USE OF THE PORTAL SERVICES AND MATERIALS; (2) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE PORTAL SERVICES AND MATERIALS, INCLUDING THE PORTAL SERVICES); OR (3) THE PERFORMANCE OR NON-PERFORMANCE BY PETRONECT OR ITS AFFILIATED PARTIES OF THE SERVICES RELATED TO THE PORTAL SERVICES AND MATERIALS; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY OF RECOVERY. USER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST PETRONECT, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OR LICENSORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO USER'S USE OF THE PORTAL SERVICES AND MATERIALS. IN THE EVENT PETRONECT IS HELD LIABLE FOR ANY DAMAGES INCURRED BY USER RELATED TO THE PORTAL SERVICES AND MATERIALS, USER'S SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE GREATER OF (1) FEES FOR SERVICES PAID BY USER TO PETRONECT, IF ANY, OR (2) US\$2,500.

12. ARBITRATION AND GOVERNING LAW

12.1 Any claims, disputes, and controversies arising out of or relating to this Portal User Agreement, which cannot be resolved by mutual agreement shall, upon written notice by one party to the other ("*Notice of Arbitration*"), be determined by arbitration by the International Centre for Dispute Resolution (a division of the American Arbitration Association) in accordance with and subject to its International Arbitration Rules pursuant to Section 12.2. The place of arbitration shall be New York, USA. The language of the arbitration shall be English.

12.2 The agreement in Section 12.1 to arbitrate shall be binding upon the parties, their principals, successors, and assigns. The dispute shall be decided by a tribunal of three (3) neutral arbitrators. Each party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment, and deliver written notification of such appointment and acceptance to the other party within thirty (30) days after delivery of the Notice of Arbitration. The two appointed arbitrators shall jointly appoint the third arbitrator, obtain the appointee's acceptance of such appointment and notify the parties in writing

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of such appointment and acceptance within thirty (30) days after their appointment and acceptance. The third arbitrator shall serve as the chairperson of the tribunal. The arbitration award shall be based on and accompanied by a written opinion containing findings of fact and conclusions of law. The governing law provision of this Portal User Agreement shall apply. After the arbitrators are selected, they shall have sole jurisdiction to hear such applications, except that the parties agree that any measures ordered by the arbitrator may be immediately and specifically enforced by a court otherwise having jurisdiction over the parties. The parties hereto agree that the arbitration award shall be final and binding upon the parties hereto, and that judgment on the arbitration award may be entered in any court, including as set forth in Section 12.5 or any court in any country worldwide having jurisdiction thereof in order to enforce the arbitration award. Service of process in any action arising out of or relating to this Portal User Agreement may be served on any party to this Portal User Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested, and each party waives any right to challenge such service. **THE ARBITRATION TRIBUNAL IS SPECIFICALLY DIVESTED OF ANY POWER TO AWARD ANY DAMAGES IN THE NATURE OF PUNITIVE, EXEMPLARY, OR STATUTORY DAMAGES IN EXCESS OF COMPENSATORY DAMAGES, OR ANY FORM OF DAMAGES IN EXCESS OF COMPENSATORY DAMAGES.** All submissions shall be made in English or with a certified English translation. Witnesses may provide testimony in a language other than English, provided that a simultaneous English translation is provided. To the fullest extent permitted by law, all dispute resolution proceedings shall be maintained in confidence by the parties. Each party shall be responsible for its own costs and expenses associated with any arbitration and the arbitrator costs shall be split equally among the parties, except to the extent the arbitration tribunal issues an award allocating the costs and expenses otherwise.

12.3 Notwithstanding Sections 12.1 and 12.2, a party may institute litigation in accordance with Section 12.5 concerning a dispute or issue relating to this Agreement if necessary to avoid irreparable harm to the initiating party.

12.4 The laws of the State of New York, USA, excluding any conflict of laws rules that would require otherwise, shall apply to and govern the interpretation, performance, and enforcement of this Portal User Agreement. The United Nations Convention for the International Sale of Goods shall not apply.

12.5 Subject to the terms and conditions of this Portal User Agreement, including, without limitation, Section 12.1 and 12.2, in the event of a dispute related to this Portal User Agreement, the parties hereto irrevocably agree to be subject to the jurisdiction and venue of the appropriate courts of the State of New York, USA and/or the U.S. District Court for the Southern District of New York. For such purposes, each party hereby irrevocably submits to the nonexclusive jurisdiction of such courts, waives any

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right to challenge the jurisdiction of such courts, and agrees that all claims in respect of this Portal User Agreement may be heard and determined in any of such courts. EACH OF THE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS PORTAL USER AGREEMENT OR ANY EXHIBIT HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN) RELATING TO THE FOREGOING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS PORTAL USER AGREEMENT.

13. GENERAL TERMS

13.1 The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Portal User Agreement shall not be deemed to create a partnership or joint venture and neither party is the other's agent, partner, employee, or representative.

13.2 The section titles in this Portal User Agreement are for convenience only and have no legal or contractual effect. Use of the term "including" herein means "including, without limitation," and shall not be deemed to be limiting


13.3 Petronect shall not be liable for any delay or failure in performance under this Portal User Agreement or interruption of service resulting from acts of God, civil or military authority, war, labor disputes, materials provided by third parties, telecommunications failure, or any cause beyond the reasonable control of Petronect.

13.4 If any provision of this Portal User Agreement is found by a court to be invalid, illegal, unenforceable, void or voidable, the remainder of this Portal User Agreement shall remain valid, enforceable and in effect. The parties nevertheless agree that to the extent a provision of this Portal User Agreement is invalid, illegal, unenforceable, void or voidable, the court or other tribunal should endeavor to give effect to the parties' intentions as reflected in the provision, but only to the extent required, to conform to applicable law.

13.5 Petronect's failure to exercise any right or provision of this Portal User Agreement shall not constitute a waiver of such right or provision. No waiver shall be valid against either party, unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then only to the extent expressly specified therein.

13.6 User may not assign this Portal User Agreement or any of its rights or obligations

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under this Portal User Agreement, whether by operation of law or otherwise, without the prior written consent of Petronect. Any attempted assignment or other transfer in violation of the foregoing shall be void and of no force or effect.

13.7 Any notice required or permitted to be given under this Portal User Agreement shall be in writing and delivered by e-mail. Notices to a User shall be delivered to the email address to which the User's Access Keys were sent, unless such e-mail address otherwise changed by User in accordance with this Portal User Agreement. Notices to Petronect shall be delivered to the email address provided at **contact us**. A notice shall be deemed duly given when sent. Either party may update its e-mail address for receipt of notices by providing notice to the other party in accordance with this Section 13.7.

13.8 This Portal User Agreement, including the Terms of Use and Privacy Policy that it incorporates by reference, set forth the entire agreement between the parties regarding the subject matter hereof and supersede in their entirety all prior written or oral negotiations, understandings and agreements between the parties concerning the subject matter hereof.

13.9 The terms and conditions of this Portal User Agreement will control over any conflicting or inconsistent terms contained in the Terms of Use or Privacy Policy.

13.10 User acknowledges that the Portal Technology contains components made available to Petronect by third-party licensors (including the Petrobras Parties) and agrees that each such licensor is a third-party beneficiary of this Portal User Portal User Agreement with the right to enforce User's obligations hereunder with respect to the individual components such licensor has supplied.

USER ACKNOWLEDGES THAT USER HAS READ THIS PORTAL USER AGREEMENT AND UNDERSTANDS IT. BY PRESSING "ACCEPT" BELOW, USER CONSENTS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PORTAL USER AGREEMENT.

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