



ADVOCACIA-GERAL DA UNIÃO
CONSULTORIA-GERAL DA UNIÃO
CONSULTORIA JURÍDICA-ADJUNTA JUNTO AO COMANDO DA MARINHA
ADVOGADOS DA UNIÃO



NOTA Nº 00090/2025/CJACM/CGU/AGU

NUP: 63998.001851/2025-71

INTERESSADOS: CHM - CENTRO DE HIDROGRAFIA DA MARINHA

ASSUNTOS: DEMAIS HIPÓTESES DE INEXIGIBILIDADE

Sr. Consultor Jurídico,

1. Trata-se de retorno do processo de contratação direta por inexigibilidade, com fundamento no art. 29, inciso I, da Portaria GM 5175, de 2021, para a aquisição "de 06 (seis) licenças de software HPD Source Editor (1W-CMW181), e aquisição de 06 (seis) licenças subscription do software HPD Source Editor (1W-CMW181-S), todos da empresa Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc.", no valor total estimado de USD 138.975,00 (cento e trinta e oito mil novecentos e setenta e cinco dólares).

2. Em revisão da análise procedida no PARECER Nº 00241/2025/CJACM/CGU/AGU, seq. 06, verifica-se constar da seq. 05, os seguintes documentos: - o termo de abertura do processo, o documento de formalização da demanda, a Portaria de designação do Ordenador de Despesas, o documento com a tradução pública do "certificado de origem e exclusividade", e o documento da Comissão Naval Brasileira em Washington (CNBW) registrando o pedido (fls. 01 a 10 da numeração do processo digitalizado); - PARECER TECNICO Nº 01/2025 - JUSTIFICATIVA TECNICA DA CONTRATAGAO DIRETA (fls. 11 e 12); - Estudo Técnico Preliminar 9/2025 (fls. 13 a 18); - Mapa de Gerenciamento de Risco 14/2025 (fls. 19 a 23); - Mapa comparativo de preços e justificativa (fls. 24 a 28); - Termo de Referência 46/2025 (fls. 29 a 38); - Anexos ao Termo de Referência, inclusive declaração de disponibilidade orçamentária, assinada pelo Ordenador de Despesas (fls. 39 a 53); - Proposta de preços, a "certificado de origem e exclusividade" e a respectiva tradução, o balanço patrimonial e a respectiva tradução (fls. 54 a 65); - certificado de registro de sociedade anônima e a respectiva tradução (fls. 66 a 77); - Declarações (fls. 78 a 80); - TERMO DE JUSTIFICATIVA DE INEXIGIBILIDADE DE LICITAÇÃO (TJIL) Nº 002/2025 (fls. 81 a 86); - Minuta de contrato (fls. 84 a 90); - Lista de verificação (fls. 98 a 109); - NOTA TÉCNICA Nº 020/2025 (fls. 111 a 115).

3. É o relatório.

4. Primeiramente, reiterando os itens 04, 05 e 06 do PARECER Nº 00241/2025/CJACM/CGU/AGU (seq. 06), apesar da ausência da indicação do disposto no art. 29, inciso I, da Portaria GM 5175, de 2021, nos documentos que justificam a "aquisição", ora discutida (citam-se o PARECER TECNICO Nº 01/2025 - JUSTIFICATIVA TECNICA DA CONTRATAGAO DIRETA (fls. 11 e 12), o Estudo Técnico Preliminar 9/2025 (fls. 13 a 18), o Termo de Referência 46/2025 (fls. 29 a 38), o TERMO DE JUSTIFICATIVA DE INEXIGIBILIDADE DE LICITAÇÃO (TJIL) Nº 002/2025 (fls. 81 a 86), e a NOTA TÉCNICA Nº 020/2025 (fls. 111 a 115)), verifica-se ser o caso, visto a presença de documento que registra o pedido da aquisição junto à Comissão Naval Brasileira em Washington (CNBW), órgão de obtenção no exterior da Marinha do Brasil (seq. 05 - fls. 10).

5. Assim reitera-se que, em razão do disposto no art. 1º, §2º, da Lei nº 14.133/2021 e no art. 4º, ambos do Anexo I, da Portaria GM-MD nº 5.175/2021, as aquisições no exterior demandam que a licitação ou o contrato sejam conduzidos pelo Órgão de Obtenção no Exterior, sendo fundamental a formalização do contrato pela Comissão Naval Brasileira em Washington (CNBW).

6. Dos documentos arrolados no item 07, do citado Parecer, reitera-se a juntada da "manifestação da autoridade superior contendo o ato autorizador da contratação direta, conforme disposto nos artigos 30 e 54 da Portaria GM-MD nº 5.175/2021".

7. Quanto à pesquisa de preços, reitera-se que seja observado o disposto no art. 12, §1º, incisos I, do Anexo I, da Portaria GM-MD nº 5.175/2021; ou seja, que as contratações similares com outros entes públicos, que serviram para a comparação de preços, tenham sido firmadas no período de até 1 (um) ano anterior à data de divulgação do instrumento

convocatório.

8. Quanto à habilitação, orienta-se observar o Anexo I, da Portaria GM-MD nº 5.175/2021, em seus artigos 31 a 35, bem como a INSTRUÇÃO NORMATIVA SEGES/MGI nº 53, de 28 de dezembro de 2023, a qual autoriza a utilização do Sistema de Cadastramento Unificado de Fornecedores - Sicaf para apresentação de documentação equivalente por empresas estrangeiras que não funcionem no País, com fins a habilitação em licitação, dispensa, inexigibilidade e nos contratos administrativos de acordo com o que dispõe o parágrafo único do art. 70 da Lei nº 14.133/2021.

9. A minuta de contrato (fls. 84 a 90) apresenta cláusulas conflitantes, pois algumas caracterizam o objeto como aquisição, outras como serviço. O mesmo ocorre com o Termo de Referência apresentado. Assim, orienta-se adotar o modelo de contrato AGU, constante do sítio eletrônico “<https://www.gov.br/agu/pt-br/composicao/cgu/cgu/modelos/licitacoescontratos/14133/contratacao-direta/modelo-de-termo-de-contrato-compras-lei-no-14-133-abr-25.docx>”. E, dado o caráter complementar, orienta-se adotar o modelo de Termo de Referência Compras Lei n 14.133 (abril/2025).

10. Para melhor compreensão, aponta-se que o que consta da minuta de contrato (fls. 84 a 90) como “serviços”, refere-se aos itens 5.5 a 5.17, do modelo AGU de Termo de Referência, que tratam da garantia, manutenção e assistência técnica. Esta conclusão é coerente com o afirmado no item 16 do Estudo Técnico Preliminar 9/202 (“16. Justificativa técnica da escolha da solução. 16.1 Os estudos preliminares evidenciaram que a contratação da solução descrita mostra-se possível tecnicamente e fundamentalmente necessária. Ficou evidenciado também que a empresa é a detentora da exclusividade do fornecimento/manutenção dos software através da carta de exclusividade”). Importa observar que o prazo de garantia contratual do bem pode ser fixado pelo contratante (caso o contratado aceite a ampliação do prazo usual), mas orienta-se não reduzir o prazo já dado usualmente pelo contratado.

11. Reiteram-se as orientações quanto à publicidade. O Anexo I, da Portaria GM-MD nº 5.175/2021, exige que as contratações no exterior sejam publicadas na imprensa oficial e no PNCP (art. 30, §2º; art. 51, §§ 2º e 3º); que os processos licitatórios abertos e as orientações para o cadastro de fornecedores estejam disponíveis na página oficial do órgão na rede mundial de computadores - Internet (art. 5, §1º, do Anexo I, da Portaria GM-MD nº 5.175/2021); e que seja dada publicidade, mensalmente, no site do OObtExt, à relação de todas as compras feitas pela Administração Direta ou Indireta, de maneira a clarificar a identificação do bem comprado, seu preço unitário, a quantidade adquirida, o nome do vendedor e o valor total da operação, podendo ser aglutinadas por itens as compras feitas com dispensa e inexigibilidade de licitação (art. 14 da Portaria GM-MD nº 5.175/2021). Assim, recomenda-se que, em momento próprio, seja atestado nos autos o cumprimento dos dispositivos que garantem a publicidade da contratação.

12. Do exposto, excluídos aspectos técnicos e de oportunidade e conveniência da contratação, opina-se pela regularidade do prosseguimento da presente inexigibilidade, desde que observadas as orientações dadas nos itens 05 a 11, da presente Nota.

13. Sugere-se o envio dos autos ao Centro de Hidrografia da Marinha.

À consideração superior.

KELLY REINA DE CARVALHO
Advogada da União

Atenção, a consulta ao processo eletrônico está disponível em <https://supersapiens.agu.gov.br> mediante o fornecimento do Número Único de Protocolo (NUP) 63998001851202571 e da chave de acesso 05344012

Documento assinado eletronicamente por *.AGU.GOV.BR, de acordo com os normativos legais aplicáveis. A conferência da autenticidade do documento está disponível com o código 2841206882 no endereço eletrônico <http://sapiens.agu.gov.br>. Informações adicionais: Signatário (a): *.AGU.GOV.BR. Data e Hora: 25-08-2025 14:27. Número de Série: 24688056426646610828629120681. Emissor: Autoridade Certificadora do SERPRO Final SSL.



Sigilo
Ostensivo

Canal
DD

Precedência	
Ação	Info
ROTINA	ROTINA

Data-Hora
R051800Z/SET/2025

De: CENHID
Para: NAVUSA
Info: DRGNAV, HINAVE

Assunto: Contratação de Licenças do software HPD da Teledyne Geospatial - Consulta Técnica

Texto: Contratação de Licenças do software HPD da Teledyne Geospatial - Consulta Técnica

REF SE PV51212-2025-00004, para aquisição de licenças de software HPD Source Editor (06 UN de 1W-CMW181 e 06 UN de 1W-CMW181-S) da empresa Teledyne Geospatial, PTC:

UNO - REF processo de aquisição foi analisado pela CJACM com emissão da nota nº 00090/2025/CJACM/CGU/AGU em 25AGO2025, anexa a esta MSG;

DOIS - A minuta do contrato, enviada para análise daquele órgão, continha a previsão de assinatura do Ordenador de Despesa da OMS (CHM), em observância à ABASTCMARINST 20-02B, Anexo B, subitem 1.1.1 referente a SE do tipo Pagamentos Diversos (PV), alínea ; e

TRÊS - Contudo, o item 5 da nota citada no item UNO indicou "Assim reitera-se que, em razão do disposto no art. 1º, §2º, da Lei nº 14.133/2021 e no art. 4º, ambos do Anexo I, da Portaria GM-MD nº 5.175/2021, as aquisições no exterior demandam que a licitação ou o contrato sejam conduzidos pelo Órgão de Obtenção no Exterior, sendo fundamental a formalização do contrato pela Comissão Naval Brasileira em Washington (CNBW).".

Em face do exposto, CNS PSB avaliar e, caso haja concordância, que esse OObtExt proceda a assinatura do REF contrato ou oriente quanto ao procedimento a ser adotado por esta OMS BT

Observações:

Trâmite: MSG; 32; 30; ARQ

Para Conhecimento: 01; 30; 34; 341; 31; 313; 33; 332; 331; 323; 322

Ciente: 01; 34; 33

Distribuição: Não

Data de Entrada	Exige Providência?	Data da Solicitação	Prazo	Ação
05/09/2025	Não	-	-	32




Situação
Em Trâmite

Atual
30

Próximo
ARQ

Nº Controle
NAVUSA-
MR-2025/09-02606

Anexos:

 PV51212-2025-00004_aquisicao_licencas.pdf

 NOTA_00090_2025_CJACM.pdf



Sigilo	Canal	Precedência		Data-Hora
Ostensivo	DD	Ação	Info	
		ROTINA	ROTINA	R222258Z/SET/2025

De: NAVUSA
Para: CENHID
Info: DRGNAV, HINAVE

Assunto: Contratação de Licenças do software HPD da Teledyne Geospatial - Consulta Técnica

Texto: Contratação de Licenças do software HPD da Teledyne Geospatial - Consulta Técnica

R-051800Z, PTC que esta CNE adotará as providências necessárias à assinatura do contrato em lide, tão logo concluída a análise de sua minuta e, caso haja necessidade, devidamente ajustados os aspectos contratuais pertinentes BT

Mensagem Original (R051800Z/SET/2025):
Contratação de Licenças do software HPD da Teledyne Geospatial - Consulta Técnica

REF SE PV51212-2025-00004, para aquisição de licenças de software HPD Source Editor (06 UN de 1W-CMW181 e 06 UN de 1W-CMW181-S) da empresa Teledyne Geospatial, PTC:

UNO - REF processo de aquisição foi analisado pela CJACM com emissão da nota nº 00090/2025/CJACM/CGU/AGU em 25AGO2025, anexa a esta MSG;

DOIS - A minuta do contrato, enviada para análise daquele órgão, continha a previsão de assinatura do Ordenador de Despesa da OMS (CHM), em observância à ABASTCMARINST 20-02B, Anexo B, subitem 1.1.1 referente a SE do tipo Pagamentos Diversos (PV), alínea ; e

TRÊS - Contudo, o item 5 da nota citada no item UNO indicou "Assim reitera-se que, em razão do disposto no art. 1º, §2º, da Lei nº 14.133/2021 e no art. 4º, ambos do Anexo I, da Portaria GM-MD nº 5.175/2021, as aquisições no exterior demandam que a licitação ou o contrato sejam conduzidos pelo Órgão de Obtenção no Exterior, sendo fundamental a formalização do contrato pela Comissão - Naval Brasileira em Washington (CNBW).".

Em face do exposto, CNS PSB avaliar e, caso haja concordância, que esse OObtExt proceda a assinatura do REF contrato ou oriente quanto ao procedimento a ser adotado por esta OMS BT

Observações: Em resposta à mensagem R051800Z/SET/2025

Trâmite: 30; 30; MSG; 30; ARQ

Para
Conhecimento: 323; 322; 01; 32

Ciente: 01; 32

Data da Autorização

Situação da Emissão

Autorizado?

Sim

22/09/2025

Transmitida





Situação
Em Trâmite

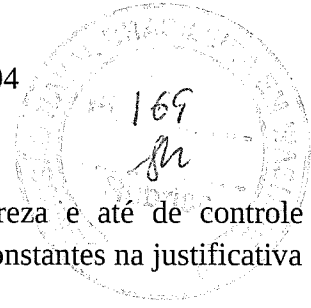
Atual
30

Próximo
ARQ

Nº Controle
NAVUSA-
MT-2025/09-01406

Anexos:

-  PV51212-2025-00004_aquisicao_licencas.pdf
-  NOTA_00090_2025_CJACM.pdf



1 – Especificação do Objeto e valores ✓

A cláusula 1.2 da forma que está redigido pode gerar problemas de clareza e até de controle orçamentário, pois não se adéqua ao que está previsto na cotação 000000490 constantes na justificativa de preço.

1.1 - Mistura de conceitos distintos:

O texto fala em “*compra de seis (6) licenças para o software HPD Source Editor (1W-CMW181), e a renovação de seis (6) licenças para o software HPD Source Editor (1W-CMW181-S)*”. Isso mistura aquisição inicial de software (que é um bem/serviço novo) com renovação de licença (que é prestação continuada de uso). Do ponto de vista contratual e contábil, deveria haver discriminação separada.

1.2 - Valor unitário = valor total:

Na tabela, aparecem quantidade 6 (UN), quando na verdade são 6 UN para cada objeto. Além disso, a aquisição é tratada como um único objeto de valor unitário igual ao valor total (USD 138,975.00).

Isso é inconsistente, pois não reflete, como mencionado, o previsto na cotação 00000490, assim também deixando de ser aderente à Lei nº 14.133/21 em seu art. 92 que exige clareza do objeto; e em seu art. 89, §3º fala em descrição detalhada do objeto e critérios de medição.

Logo, como sugestão de alteração segue a descrição abaixo:

Item	Descrição	Quantidade (UN)	Valor Unitário (USD)	Valor Total (USD)
1	Licença do software HPD Source Editor (1W-CMW181)	6	[valor unitário]	[subtotal]
2	Renovação de licença do software HPD Source Editor (1W-CMW181-S)	6	[valor unitário]	[subtotal]
Total Geral				138,975.00

2 – Sobre a vigência e prorrogação.

A cláusula 2.1 prevê que a vigência do contrato será de 1 (um) ano a partir da data de assinatura do contrato, porém o objeto do contrato mistura dois tipos de fornecimento:

Aquisição de novas licenças (HPD Source Editor – 1W-CMW181). Em geral, trata-se de licença perpétua (compra de direito de uso definitivo do software, sem prazo limitado).

Renovação de licenças (HPD Source Editor – 1W-CMW181-S). A renovação seria o contrato de licenciamento temporário (válido por 12 meses).

Logo, órgãos de controle, sejam eles internos ou externos a MB, podem questionar se houve aquisição definitiva ou contratação de serviço temporário, sobretudo porque o item 1.2 não distingue bem aquisição de renovação, tratando tudo como um único item.

Assim, sugiro avaliar este ponto de forma a esclarecer sobre qual item a vigência contratual é relacionada. A seguir encaminho sugestão para orientar a decisão:

Cláusula Segunda – Vigência e Prorrogação

2.1 O presente Contrato terá vigência de 12 (doze) meses, contados a partir da data de sua assinatura, para fins de execução administrativa, gestão e acompanhamento das obrigações contratuais.

2.1.1 A vigência acima corresponde, em especial, ao período de validade das renovações de licenças de software objeto deste instrumento.

2.1.2 As licenças adquiridas em caráter perpétuo não se sujeitam ao prazo previsto no caput desta cláusula, permanecendo válidas de forma definitiva, nos termos da proposta apresentada pelo Contratado, limitando-se o prazo contratual à entrega, aceitação e garantia inicial aplicável.

3 – Conflito entre as cláusulas

3.1 – Cláusulas 3.5 e 19

A Cláusula 3.5 diz que: “o contrato deve ser fielmente executado pelas partes em conformidade com as cláusulas avençadas e a Lei 14.133/2021”.

Já Cláusula 19 determina a aplicação do Anexo 1 – *Teledyne General Terms and Conditions*, “na máxima extensão permitida pela lei brasileira e desde que não conflitem com o contrato”.

Assim, o contrato principal fala só em Lei 14.133 + cláusulas do instrumento; o anexo traz condições gerais da fornecedora, inclusive com previsão de foro, arbitragem, juros, PI etc.

O ideal é amarrar a Cláusula 3.5 com a Cláusula 19, deixando expresso que:

1. O contrato prevalece sobre o Anexo;
2. A execução deve observar cláusulas, Lei 14.133 e, subsidiariamente, o anexo, somente se não houver conflito.

Dessa forma, encaminho abaixo sugestão de texto sobre este aspecto:

3.5 O contrato deverá ser fielmente executado pelas partes, em conformidade com as cláusulas aqui pactuadas e com as disposições da Lei nº 14.133, de 1º de abril de 2021.

3.5.1 As condições previstas no Anexo 1 – *Teledyne General Terms and Conditions of Sale* somente terão aplicação de forma subsidiária, e desde que não contrariem as disposições deste

Contrato ou da legislação brasileira aplicável, prevalecendo, em qualquer hipótese, o aqui estabelecido.

3.2 – Cláusulas 4.1 e 10.7

A cláusula 4.1 estabelece vedação integral à subcontratação. Já a cláusula 10.7 admite a hipótese de subcontratados/suboperadores, desde que cumpram a LGPD. Logo, o contrato cria uma contradição interna: uma cláusula proíbe, outra prevê e regula.

Como solução, Se quiser vedação total, ajustar a cláusula 10.7 para falar apenas em “suboperadores de dados” (sem abrir brecha para subcontratação) ou se quiser admitir exceção restrita, adaptar cláusula 4.1 para prever a hipótese ligada à LGPD.

4 – Divergências no Prazo de Pagamento

A cláusula 6.1.1 prevê o pagamento em até 10 dias úteis após a liquidação da despesa. Já a cláusula 6.2.1 prevê que o pagamento será feito via CNBW, com prazo de 30 dias para execução financeira.

Assim, o contrato fala em dois prazos distintos (10 dias úteis × 30 dias corridos), que podem gerar interpretações diferentes sobre a obrigação final da Administração.

Nesse sentido, orienta-se pela manutenção do prazo de 30 (trinta) dias, em consonância com a prática usualmente adotada em contratos celebrados no exterior.

5 – Obrigações do Contrante – Cláusula Oitava

5.1 – A cláusula 8.1.7 trata de aplicar sanções, mas não especifica a lei. Para precisão e segurança jurídica, sugere-se mencionar expressamente a Lei 14.133/2021. Ressalte-se que a relevância dessa especificação decorre da necessidade de conferir clareza às partes, uma vez que a contratação envolve empresa sediada no exterior, a qual, por não estar sujeita habitualmente ao ordenamento jurídico brasileiro, pode desconhecer determinadas exigências normativas nacionais e, assim, questionar a qual lei o item se refere.

5.2 - A cláusula 8.1.13 que fala sobre alterações de projeto é muito comum para obras e serviços de engenharia, não sendo usualmente aplicável a software. Assim, solicito rever a pertinência desse item.

5.3 - A cláusula 8.1.18 menciona comunicar sanções ao órgão gestor da Ata de Registro de Preços. Este contrato advém de inexigibilidade (TJIL), não de ARP. Portanto, a referência é inaplicável aqui. Recomenda-se excluir a menção à ARP, mantendo apenas a obrigação de aplicar sanções conforme a Lei 14.133/2021 e o contrato.

5.4 – A cláusula 8.1.22 prevê a possibilidade de transferência de propriedade intelectual para a Administração, incluindo eventual cessão de código-fonte. Tal previsão não se mostra aplicável ao presente caso, tendo em vista que o objeto do contrato refere-se a licença de uso de software proprietário, sem qualquer cessão de código-fonte. Assim, orienta-se a supressão ou o devido

ajuste do referido item, de forma a evitar interpretação equivocada ou expectativa indevida por parte da Administração.

Este entendimento é reforçado pelo fato de a própria contratada já haver solicitado a exclusão do item 9.1.20, constante das obrigações do contratado, que impunha a cessão dos direitos de propriedade intelectual e dos direitos autorais relativos à solução de TIC, reforçando a incompatibilidade de tais disposições com a natureza do objeto em análise.

6 – Obrigações do Contratado – Cláusula Nona

6.1 – A cláusula 9.1.2 que trata de alocação de empregados, materiais, ferramentas, utensílios, etc é bem usual para de serviços de engenharia. Entendo que para software, bastaria disponibilizar meios técnicos e suporte remoto. Creio que essa abordagem seria a mais adequada.

6.2 – A cláusula 9.1.5 “Fornecer todos os esclarecimentos ou informações solicitadas pela Contratante ou seus agentes, garantindo-lhes acesso, a qualquer tempo, ao local de trabalho, bem como aos documentos relacionados à execução do empreendimento.” é mais associado a serviços presenciais. No caso do objeto — licenças de software e renovações — não há “local de trabalho” a ser fiscalizado fisicamente.

Nesse contexto, uma redação mais apropriada ao objeto seria: Fornecer todos os esclarecimentos e informações técnicas relacionadas às licenças adquiridas e renovadas, incluindo documentação e relatórios de suporte, sempre que solicitado.

6.3 – A cláusula 9.1.7 que trata de manutenção da limpeza dos locais de trabalho, bem como manutenção de segurança, higiene e disciplina são típicos de serviços realizados fisicamente. Para software, não há “local de serviços” nem necessidade de normas de higiene/disciplina no espaço físico.

Dessa maneira, o que faria sentido é uma obrigação de cumprir normas técnicas aplicáveis ao software e à legislação em vigor (ex.: LGPD, como já citado no contrato, direitos autorais, normas de exportação/importação de software, boas práticas de segurança da informação).

Como sugestão de adaptação segue o texto abaixo:

Executar as atividades relacionadas ao fornecimento e renovação das licenças em conformidade com a legislação aplicável, observando as normas técnicas e regulatórias pertinentes, especialmente as relativas à proteção de dados, propriedade intelectual e segurança da informação.

6.4 – A cláusula 9.1.8 fala de vedação de trabalho infantil. É uma cláusula genérica, mas tem relação com o objeto. Solicito avaliar a manutenção.

Adriano
6.5 * **A cláusula 9.1.12** dispõe sobre a obrigatoriedade de o contratado observar normas de segurança do Contratante. Entretanto, tais normas não são especificadas em nenhuma parte do contrato ou de seus anexos, o que pode comprometer a clareza e a aplicabilidade da cláusula. Além disso, a previsão parece estar mais associada a hipóteses de execução de serviços de engenharia ou atividades presenciais em instalações do Contratante, não guardando relação direta com a natureza do objeto em análise, que se restringe à aquisição de licença de software proprietário. Recomenda-se, portanto, a exclusão ou adequação do dispositivo, a fim de evitar ambiguidades.

7 – Cláusula Décima – Obrigações pertinentes à LGPD

É conveniente apresentar a sigla LGPD em um primeiro momento por extenso - Lei Geral de Proteção de Dados Pessoais (LGPD).



8 – Cláusula Décima Terceira – Extinção contratual

A cláusula 13.2 fala em reajustar “cronograma” caso não cumprimento das obrigações, aspecto inexistente no contrato. Logo, sugere-se adequação do texto não fazendo alusão a cronograma fixado no contrato.

Em 23 de setembro de 2025

William Monteiro da Silva Gois
Capitão de Fragata (FN)
Chefe do Departamento de Obtenção

MINISTRY OF DEFENSE
NAVY COMMAND
BASE DE HIDROGRAFIA DA MARINHA in NITERÓI



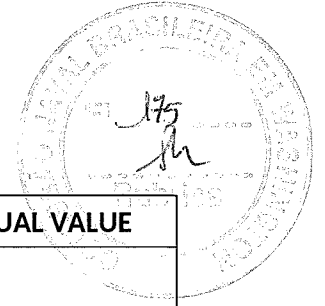
(Administrative Proceeding No. 63998.001851/2025-71)

TERM OF SERVICE CONTRACT No. 51213/2025-002/00, BETWEEN the UNION, THROUGH the CENTRO DE HIDROGRAFIA DA MARINHA (CHM), and the COMPANY Teledyne geospatial, A business unit OF Teledyne digital imaging, Inc.

The FEDERAL GOVERNMENT through the **CENTRO DE HIDROGRAFIA DA MARINHA (CHM)**, headquartered at Rua Barão de Jaceguai, s/no- Ponta da Armação, in the city of Niterói/RJ, enrolled with the CNPJ under No. 03.062.936/0001-3, in this act represented by Captain HUGO MARTORELL RODRIGUES GARCIA, President of Brazilian Naval Commission, appointed by directive No. 101, 2024, herein represented by Captain DANIEL PEIXOTO DE CARVALHO, appointed by Ordinance No. 8/DADM of January 30, 2024, enrolled with the CPF under No. 051.541.947-80, hereinafter referred to as **contracting** Party, and TELEDYNE GEOSPATIAL, a business unit of Teledyne Digital Imaging, Inc, headquartered at Waggoners Lane, No. 115 Fredericton, New Brunswick, Canada, hereinafter referred to as **contractor**, herein represented by Mr. GEOFFROY JEAN DANIEL DELTEL, holder of passport No. 14cy29127, in view of what is contained in Process No. 63998.001851/2025-71 and in compliance with the provisions of Law No. 14.133, of April 1, 2021, resolve to enter into this Term of Contract, of the Term of Justification of Unenforceability of Bidding (TJIL) No. 002/2025, subject to the clauses and conditions set forth below.

1. CLAUSE ONE - PURPOSE

1.1 The purpose is to acquire six (6) licenses for the software HPD Source Editor (1W-CMW181), and the renewal of six (6) licenses for the software HPD Source Editor (1W-CMW181-S), all from Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc.



1.2 Object of the contract:

ITEM	DESCRIPTION OF SERVICES	CATSER	QTY	STATE	ACTUAL VALUE
1	Purchase of six (6) licenses for the software HPD Source Editor (1W-CMW181), and the renewal of six (6) license for the software HPD Source Editor (1W-CMW181-S).	27472	1	UN	USD 138,975.00

1.3 This contract is linked, regardless of transcription:

1.3.1 Contractor's Proposal.

2. CLAUSE TWO- TERM AND EXTENSION

2.1. The term of the contract will be from the date of the signing of the Contract for a period of one (1) year, in accordance with Article 105 of Law No. 14,133 of 2021.

3. CLAUSE THREE - CONTRACTUAL EXECUTION AND MANAGEMENT MODELS

Execution Conditions

3.1. The execution of the object will follow the following dynamics:

3.1.1 Beginning of the execution of the object: after signing the contract;

3.1.2 Detailed description: **Proposal 490**, contained in the Price Justification.

Place and time of provision of services

3.2 The ~~goods services~~ will be delivered to provided at the following address: Rua Barão de Jaceguai, s/n, Ponta da Armação, Niterói, Rio de Janeiro (RJ), registered with CNPJ 03.062.936/0001-3

3.3 The services will be provided at the following time: Access to Teledyne CARIS Service Desk will be provided twenty-four (24) hours a day, seven (7) days a week.

3.4 The contractual execution regime will be by contract for unit price.

Contract management template

3.5 The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Law No. 14.133, of 2021, and each party will be liable for the consequences of its total or partial non-performance.

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3.6 In case of impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended for the corresponding time, noting such circumstances by simple apostille.

3.7 Communications between the agency or entity and the contractor must be made in writing whenever the act requires such formality, admitting the use of electronic message for this purpose.

3.8 The body or entity may summon a representative of the company to adopt measures that must be complied with immediately.

Agent (Representative)

3.9 The Contractor shall formally designate the representative of the company, before the start of the provision of the services, indicating in the instrument the powers and duties in relation to the execution of the contracted object.

3.10 The Contracting Party may refuse, provided that it is justified, the appointment or maintenance of the company's representative, in which case the Contractor will designate another to carry out the activity.

3.11 Delivery, by the Contractor, of the Term of Commitment and the Terms of Acknowledgment.

3.12 The object will not be provisionally received, only definitively.

3.13 The services will be received definitively within ~~30 (thirty) days~~ 5 (five) business days, counted from the publication of the SO, or earlier if all documentation and quality checks are completed, by a server or commission designated by the competent authority, after verifying the quality and quantity of the service and consequent acceptance by means of a detailed term, obeying the following procedures:

3.13.1 Issue a document proving the evaluation carried out by the technical, administrative and sectoral inspectors, if any, in the fulfillment of obligations assumed by the contractor, with reference to its performance in the contractual execution, based on objectively defined and measured indicators, and any penalties applied, and must be included in the registration of attestation of compliance with obligations, according to the regulation (art. 21, VIII, Decree No. 11.246, of 2022).

3.13.2 Carry out the analysis of the reports and all documentation presented by the inspection and, if there are irregularities that prevent the settlement and payment of the expense, indicate the relevant contractual clauses, requesting the Contractor, in writing, the respective corrections;

3.13.3 Issue a Detailed Term for the purpose of definitive receipt of the services provided, based on the reports and documentation presented; and

3.13.4 Communicate to the company to issue the Invoice or Bill, with the exact amount dimensioned by the inspection.

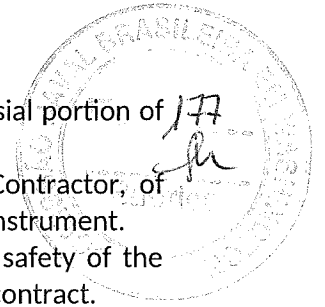
3.13.5 Send the relevant documentation to the contracts sector for the formalization of the settlement and payment procedures, in the amount dimensioned by the inspection and management.

3.14 In the event of controversy over the execution of the object, regarding the size, quality and quantity, the content of art. 143 of Law No. 14.133, of 2021, communicating

to the company for the issuance of an Invoice regarding the uncontroversial portion of the execution of the object, for the purpose of liquidation and payment.

3.15.No receipt period will occur while pending the solution, by the Contractor, of inconsistencies verified in the execution of the object or in the collection instrument.

3.16 Final receipt shall not exclude civil liability for the soundness and safety of the service or ethical-professional liability for the perfect performance of the contract.



4. CLAUSE FOUR - SUBCONTRACTING

4.1 Subcontracting of the contractual object will not be allowed.

5. CLAUSE FIVE - PRICE

5.1 The value of the contract is USD 138,975.00 (one hundred thirty-eight thousand, nine hundred seventy-five US dollars).

5.2 The above amount includes all direct and indirect ordinary expenses arising from the execution of the subject, including taxes, social, labor, social security, tax and commercial charges, management fee, freight, insurance and others required for full compliance with the subject of the contract.

6. CLAUSE SIX - PAYMENT

6.1 Payment deadline.

6.1.1 Payment will be made within 10 (ten) business days from the completion of the settlement of the expense, according to the previous section, pursuant to Normative Instruction SEGES/ME No. 77, of 2022.

6.1.2 In the event of delay by the Contracting Party, the amounts due to the contracted party will be monetarily restated between the end of the payment term until the date of its effective realization, by applying the ICTI index - (Information Technology Cost Index) of monetary correction.

6.2 Payment Method

6.2.1 Payment will be made through the BRAZILIAN NAVAL COMMISSION IN WASHINGTON (CNBW), upon receipt of the invoice or equivalent collection instrument presented by the company, with a payment term of 30 days for financial execution. The invoice or equivalent collection instrument must be certified by the members of the Fiscal Order of CHM.

6.2.2 The date of payment shall be deemed to be the day on which the bank order for payment is issued.

6.2.3 Upon payment, the tax withholding provided for in the applicable legislation will be made.

6.2.4 Regardless of the percentage of tax inserted in the spreadsheet, if any, the percentages established in the current legislation will be withheld at source, when the payment is made.



7. CLAUSE SEVEN – READJUSTMENT

7.1 The prices initially contracted are fixed and non-adjustable.

~~7.2 The readjustment will be made by apostille.~~

8. CLAUSE EIGHT - OBLIGATIONS OF THE CONTRACTING PARTY

8.1 The Contracting Party's obligations are:

8.1.1 Require compliance with all obligations assumed by the Contractor, in accordance with the contract and its annexes;

8.1.2 Receive the object within the term and conditions established according to item 8.1.17.

8.1.3 Notify the Contractor, in writing, of defects or inaccuracies verified in the object supplied, so that it is replaced, repaired or corrected, in whole or in part, at its expense;

8.1.4 Monitor and supervise the performance of the contract and the fulfillment of the obligations by the Contractor;

8.1.5 Communicate to the company for the issuance of an Invoice regarding the uncontroversial portion of the execution of the object, for the purpose of settlement and payment, when there is controversy about the execution of the object, regarding the size, quality and quantity, according to art. 143 of Law No. 14.133, of 2021;

8.1.6 Make the payment to the Contractor of the amount corresponding to the execution of the object, within the term, form and conditions established in this Contract and in the Term of Reference;

8.1.7 Apply to the Contractor the sanctions provided for by law and in this Contract;

8.1.8 Inform the judicial representation body of the Federal Attorney General's Office to adopt the appropriate measures when the Contractor fails to comply with obligations;

8.1.9 Explicitly issue a decision on all requests and complaints related to the execution of this Contract, except for manifestly impertinent requirements, merely delaying or of no interest for the proper execution of the adjustment.

8.1.10 The Administration shall have a period of 15 (fifteen) business days from the date of filing of the application to decide, subject to the reasoned extension, for the same period.

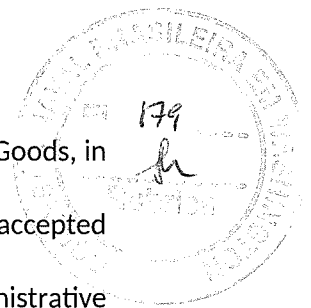
8.1.11 Respond to any requests for reestablishment of the economic-financial balance made by the contractor within a maximum period of 15 (fifteen) business days, from the date of the contractor's knowledge.

8.1.12 Notify the issuers of the guarantees of the start of administrative proceedings to investigate non-compliance with contractual clauses.

8.1.13 Notify the Contractor in the event of subsequent alteration of the project by the Contracting Party, in the case of art. 93, §2, of Law No. 14.133, of 2021.

8.1.14 The Administration shall not be liable for any commitments entered into by the Contractor with third parties, even if linked to the execution of the contract, or for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates.

8.1.15 Appoint a Manager and Tax, Administrative Inspectors and Applicant of the contract to monitor and supervise the execution of contracts;



8.1.16 formally forward the demand by means of a Service Order or Supply of Goods, in accordance with the established criteria.

8.1.17 receive the object provided by the contractor that complies with the accepted proposal, according to the inspections carried out;

8.1.18 apply to the contractor the applicable regulatory and contractual administrative sanctions, communicating to the managing body of the Price Registration Minutes, when applicable;

8.1.19 settle the commitment and make the payment to the contractor, within the terms established in the contract;

8.1.20 communicate to the contractor any and all occurrences related to the provision of the ICT solution;

8.1.21 define productivity or minimum capacity to provide the ICT solution by the contractor, based on market research, when applicable;

8.1.22 provide that the intellectual property rights and copyrights of the ICT solution on the various artifacts and products whose creation or alteration is the subject of the contractual relationship belong to the Administration, including documentation, application source code, data models and databases, justifying the cases in which this does not occur;

9. CLAUSE NINE - OBLIGATIONS OF THE CONTRACTOR

9.1 The Contractor shall comply with all obligations contained in this Contract and its annexes, assuming as exclusively its own the risks and expenses arising from the good and perfect execution of the object, also observing the following obligations, in addition to those provided for in the term of reference.

9.1.1 Comply with the regular determinations issued by the contract inspector or higher authority (art. 137. II) and provide any clarification or information requested by them;

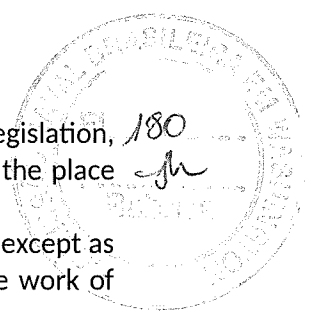
9.1.2 Allocate the employees necessary for the perfect fulfillment of the clauses of this contract, with adequate qualification and knowledge, supplying the materials, equipment, tools and utensils required, whose quantity, quality and technology must meet the recommendations of good technique and the governing legislation;

9.1.3 Not to hire, during the term of the contract, a spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree, as an officer of the contracting party or the supervisor or contract manager, pursuant to article 48, sole paragraph, of Law No. 14.133, of 2021;

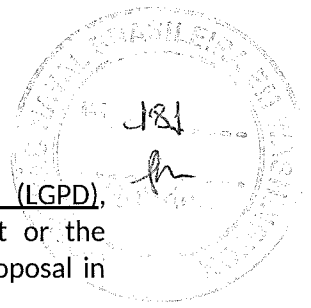
9.1.4 To communicate to the contract Supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the location of the services;

9.1.5 Provide all clarification or information requested by the Contracting party or its agents, guaranteeing them access, at any time, to the place of work, as well as to the documents related to the execution of the enterprise;

9.1.6 Stop, by determination of the Contracting Party, any activity that is not being performed in accordance with good technique or that endangers the safety of people or property of third parties;



- 9.1.7 Conduct the work in strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the place of services clean and in the best conditions of safety, hygiene and discipline;
- 9.1.8 Do not allow the use of any work by children under sixteen years of age, except as an apprentice for those over fourteen years of age; nor allow the use of the work of minors under eighteen years of age in night, dangerous or unhealthy work;
- 9.1.9 Maintain throughout the term of the contract, in compliance with the obligations assumed, all the conditions required for qualification in the bidding process;
- 9.1.10 Keep confidential all information obtained as a result of the performance of the contract;
- 9.1.11 Bear the burden arising from any mistake in the sizing of the quantities of its proposal, including the variable costs arising from future and uncertain factors, and must complement them, if what was initially provided for in its proposal is not satisfactory to meet the object of the contract, except when any of the events listed in art. 124, II, d, of Law No. 14.133, of 2021;
- 9.1.12 Comply, in addition to the legal postulates in force at the federal, state or municipal level, with the Contracting Party's safety rules;
- 9.1.13 Formally appoint a representative able to represent it with the contracting party, who shall be responsible for the faithful execution of the contract;
- 9.1.14 Promptly comply with any instructions and requirements from the Contract Supervision Team inherent in the performance of the contractual object;
- 9.1.15 Repair any damages directly caused to the Contracting Party or to third parties due to the fault or intent of its legal representatives, representatives or employees, as a result of the contractual relationship, not excluding or reducing the responsibility of the inspection or monitoring of the execution of the services by the Contracting Party;
- 9.1.16 Provide all necessary means for the inspection of the contract by the contracting party, whose representative will have the power to stop the supply, in whole or in part, at any time, provided that the causes and justifications of this decision are justified;
- 9.1.17 Maintain, throughout the performance of the contract, the same conditions of the qualification;
- 9.1.18 When specified, maintain, during the execution of the contract, a technical team composed of professionals duly qualified, trained and qualified to provide the ITC solution;
- 9.1.19 When specified, maintain the productivity or minimum supply capacity of the ICT solution during the execution of the contract;
- ~~9.1.20 Assign the intellectual property rights and copyrights of the ICT solution on the various artifacts and products produced as a result of the contractual relationship, including documentation, data models and databases to the Management; and~~
- 9.1.21 Make the contractual transition, when applicable.



10. CLAUSE TEN - OBLIGATIONS PERTAINING TO THE LGPD

10.1 The parties must comply with Law No. 13.709, of August 14, 2018 (LGPD), regarding all personal data to which they have access due to the event or the administrative contract that may be signed, from the presentation of the proposal in the contracting procedure, regardless of declaration or express acceptance.

10.2 The data obtained may only be used for the purposes that justified their access and in accordance with good faith and the principles of art. 6 of the LGPD.

10.3 It is forbidden to share with third parties the data obtained outside the hypotheses allowed by Law.

10.4 The Administration shall be informed within five (5) business days of all suboperation contracts entered into or that may be entered into by the Contractor.

10.5 After the processing of the data under the terms of art. 15 of the LGPD, it is the duty of the contractor to eliminate them, except for the cases of art. 16 of LGPD, including those in which documentation needs to be kept in order to prove compliance with legal or contractual obligations, and only for as long as these obligations are not time-barred.

10.6 It is the duty of the contractor to guide and train its employees on the duties, requirements and responsibilities arising from the LGPD.

10.7 The Contractor shall require sub operators and subcontractors to comply with the duties of this clause, remaining fully responsible for ensuring their compliance.

10.8 The Contracting Party may take steps to assess compliance with this clause, and the Contractor shall promptly comply with any requests for proof made.

10.9 The Contractor shall provide, within the period set by the Contracting Party, justifiably extendable, any information about the personal data to comply with the LGPD, including any disposal carried out.

10.10 Databases formed from administrative contracts, notably those that propose to store personal data, must be kept in a controlled virtual environment, with a traceable individual record of the treatments carried out (LGPD, art. 37), with each access, date, time and registration of the purpose, for the purpose of liability, in case of any omissions, deviations or abuses.

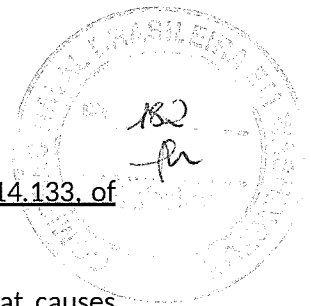
10.11 These databases must be developed in an interoperable format, in order to guarantee the reuse of these data by the Administration in the cases provided for in the LGPD.

10.12 The contract is subject to change in the procedures relevant to the processing of personal data, when indicated by the competent authority, in particular the ANPD through technical opinions or recommendations, issued in the form of the LGPD.

10.13 The contracts and covenants referred to in § 1 of art. 26 of the LGPD must be communicated to the national authority.

11. CLAUSE ELEVEN - PERFORMANCE GUARANTEE

11.1 There will be no requirement for contractual performance guarantee.



12. CLAUSE TWELVE - ADMINISTRATIVE INFRACTIONS AND SANCTIONS

12.1 An administrative infraction is committed, under the terms of Law No. 14.133, of 2021, by the contractor who:

- a) give rise to the partial non-performance of the contract;
- b) gives rise to partial non-performance of the contract that causes serious damage to the Administration or to the operation of public services or to the collective interest;
- c) give rise to the total non-performance of the contract;
- d) give rise to the delay in the execution or delivery of the object of the contract without justified reason;
- e) present false documentation or make a false statement during the execution of the contract;
- f) committing a fraudulent act in the performance of the contract;
- g) behave in a disreputable manner or commit fraud of any kind; and
- h) perform a harmful act provided for in art. Law no. 12.846, of August 1, 2013.

12.2 The following sanctions will be applied to the contractor who incurs the infractions described above:

- i) **Warning**, when the contractor causes the partial non-performance of the contract, whenever the imposition of a more serious penalty is not justified (art. 156, §2, of Law no. 14.133, of 2021);
- ii) **Impediment to bid and contract**, when the conduct described in items "b", "c" and "d" of the sub-item above of this Contract is practiced, whenever the imposition of a more serious penalty is not justified (art. 156, § 4, of Law No. 14.133, of 2021);
- iii) **Declaration of inability to bid and contract**, when the conduct described in items "e", "f", "g" and "h" of the sub-item above of this Contract is practiced, as well as in items "b", "c" and "d", which justify the imposition of a more serious penalty (art. 156, §5, of Law No. 14.133, of 2021).

iv) **Penalty.**

- (1) Moratorium of 0.1% (one tenth percent) per day of unjustified delay on the amount of the defaulted installment, up to the limit of 30 (thirty) days;
- (2) Compensatory, for the infractions described in items "e" to "h" of sub-item 12.1, from 10% to 30% of the value of the Contract.
- (3) Compensatory, for the total non-performance of the contract provided for in item "c" of sub-item 12.1, from 10% to 30% of the value of the Contract.
- (4) For infraction described in item "b" of sub-item 12.1, the fine will be 10% to 30% of the value of the Contract.
- (5) For infractions described in item "d" of sub-item 12.1, the fine will be 10% to 30% of the value of the Contract.

12.3 The application of the sanctions provided for in this Contract does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Contracting Party (art. 156, §9, of Law No. 14.133, of 2021).

12.4 All the sanctions provided for in this Contract may be applied cumulatively with the fine (art. 156, §7, of Law No. 14.133, of 2021).

12.5 Before the application of the fine, the defense of the interested party will be allowed within 15 (fifteen) business days, counted from the date of its summons (art. 157, of Law No. 14.133, of 2021).

12.6 If the fine applied and the applicable indemnities are higher than the amount of the payment eventually due by the Contracting Party to the Contractor, in addition to the loss of this amount, the difference will be deducted from the guarantee provided or will be collected in court (art. 156, §8, of Law No. 14.133, of 2021).

12.7 Before the fine is sent to the courts, it can be paid administratively within a maximum of 30 (thirty) days from the date of receipt of the communication sent by the competent authority.

12.8 The application of the sanctions will be carried out in an administrative proceeding that ensures the adversary and ample defense to the Contractor, observing the procedure provided for in the **caput** and paragraphs of art. 158 of Law No. 14.133, of 2021, for the penalties of impediment to bid and contract and declaration of unfitness to bid or contract.

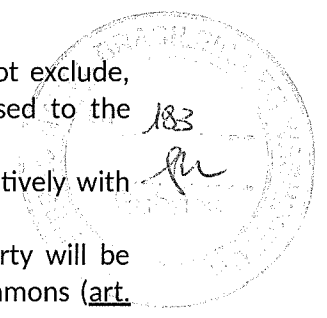
12.9 In the application of sanctions, they will be considered (art. 156, §1, of Law No. 14.133, of 2021):

- a) the nature and seriousness of the violation;
- a) the peculiarities of the specific case;
- b) aggravating or mitigating circumstances;
- c) the damages arising therefrom for the Contracting Party;
- d) the implementation or improvement of an integrity program, according to the rules and guidelines of the control bodies.

12.10 The acts provided for as administrative infractions in Law No. 14.133, of 2021, or in other laws of bids and contracts of the Public Administration that are also typified as harmful acts in Law No. 12.846, of 2013, will be determined and judged jointly, in the same records, observing the procedural rite and competent authority defined in said Law (art. 159).

12.11 The Contractor's legal personality may be disregarded whenever it is abused to facilitate, cover up or conceal the commission of unlawful acts provided for in this Contract or to cause confusion of assets, in which case all the effects of the sanctions applied to the legal entity will be extended to its administrators and partners with management powers, to the successor legal entity or to the company in the same field with a de facto or de jure relationship of affiliation or control with the Contractor, observing, in all cases, the adversarial process, a full defense and the obligation of prior legal analysis. (art. 160, of Law No. 14.133, of 2021)

12.12 The Contracting Party shall, within a maximum period of 15 (fifteen) business days, counted from the date of application of the sanction, inform and keep updated



the data related to the sanctions applied by it, for advertising purposes in the National Register of Disreputable and Suspended Companies (Ceis) and in the National Register of Punished Companies (Cnep), established within the scope of the Federal Executive Branch. (Art. 161. of Law No. 14.133. of 2021)

12.13 The sanctions of impediment to bid and contract and declaration of unfitness to bid or contract are subject to rehabilitation in the form of art. 163 of Law no. 14.133/21.

12.14 The debts of the contractor to the contracting Administration, resulting from an administrative fine and/or indemnities, not registered in active debt, may be offset, in whole or in part, with the credits due by said agency arising from this same contract or from other administrative contracts that the contractor has with the same contracting agency, in the form of Normative Instruction SEGES/ME No. 26. of April 13, 2022.

13. CLAUSE THIRTEEN - CONTRACTUAL TERMINATION

13.1 The contract will be terminated when the obligations of both parties are fulfilled, even if this occurs before the deadline stipulated for this purpose.

13.2 If the obligations are not fulfilled within the stipulated period, the term will be extended until the completion of the object, in which case the Administration must arrange for the readjustment of the schedule set for the contract.

13.3 When the non-conclusion of the contract referred to in the previous item is due to the Contractor's fault:

a) it will be constituted in arrears, and the respective administrative sanctions will apply to it; and

b) the Administration may choose to terminate the contract and, in this case, will adopt the measures allowed by law for the continuity of the contractual execution.

13.4 The contract may be terminated before the obligations stipulated therein are fulfilled, or before the period set forth therein, for any of the reasons provided for in article 137 of Law No.14.133/21, as well as amicably, ensuring adversary proceedings and ample defense.

13.4.1 In this case, articles 138 and 139 of the same Law also apply.

13.4.2 The social change or modification of the purpose or structure of the company will not give rise to extinction if it does not restrict its ability to conclude the contract.

13.4.3 If the operation involves a change in the contracted legal entity, an addendum must be formalized for the subjective change.

13.5 The extinction term, whenever possible, will be preceded by:

13.5.1 Balance of contractual events already fulfilled or partially fulfilled;

13.5.2. List of payments already made and still due;

13.5.3 Indemnities and Penalties.

13.6 The termination of the contract does not constitute an obstacle to the recognition of the economic-financial imbalance, in which case indemnity will be granted through an indemnity term (art. 131, caput. of Law No. 14.133. of 2021).

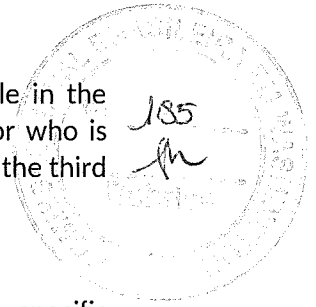
13.7 The contract may be terminated if it is found that the contractor maintains a technical, commercial, economic, financial, labor or civil relationship with an officer of

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the contracting body or entity or with a public agent who has played a role in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree (art. 14, item IV, of Law No. 14.133, of 2021).



14. CLAUSE FOURTEEN - BUDGET ALLOCATION

14.1 The expenses arising from this contracting shall be borne by specific appropriations included in the Federal Union's General Budget. This contracting shall be covered by the following budget allocation: Management/Unit: CHM; Funding Source: 01063000000; Work Program: 236855; Nature of Expenditure: 449040-05 and 339040-06; Internal Plan: L475DV3.Z2.KX.

15. CLAUSE FIFTEEN - OMISSIONS

15.1 Omitted cases will be decided by the contracting party, according to the provisions contained in Law No. 14.133, of 2021, and other applicable federal rules and, alternatively, according to the provisions contained in Law No. 8.078, of 1990 - Consumer Protection Code - and general rules and principles of contracts.

16. CLAUSE SIXTEEN - AMENDMENTS

16.1 Any contractual changes shall be governed by the discipline of arts. 124 et seq. of Law No. 14.133, of 2021.

16.2 Accept, under the same contractual conditions, any necessary additions or deletions, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract.

16.3 Contractual changes must be made by signing an addendum, submitted for prior approval by the contractor's legal counsel, except in cases of justified need to anticipate their effects, in which case the addendum must be formalized within a maximum of one (1) month. (art. 132 of Law No. 14.133, of 2021).

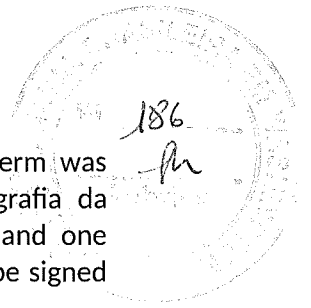
16.4 Registrations that do not characterize an amendment to the contract may be made by simple apostille, waiving the execution of an amendment, pursuant to art. 136 of Law No. 14.133, of 2021.

17. CLAUSE SEVENTEEN - PUBLICATION

17.1 The contracting party shall disclose this instrument on the National Public Procurement Portal (PNCP), as provided for in art. 94 of Law 14.133, of 2021, as well as on the respective official website, in compliance with art. 91, *caput*, of Law No. 14.133, of 2021, and to art. 8, §2, of Law no. 12.527, of 2011, c/c art. 7, §3, item V, of Decree No. 7.724, of 2012.

18. CLAUSE NINETEEN - JURISDICTION

18.1 The Federal Court of Justice in Rio de Janeiro, Judicial Section of Niterói is elected to settle disputes arising from the execution of this Term of Contract that cannot be composed by conciliation, according to art. 92, §1, of Law no. 14.133/21.



To ensure the validity and effectiveness of the agreement, this Contract Term was prepared in three identical copies: one original for the Centro de Hidrografia da Marinha, one original for the Brazilian Naval Commission in Washington, and one original for the Contractor. After being read and found to be in order, it will be signed by the contracting parties and two witnesses.

19. CLAUSE TWENTY - CONTRACTOR GENERAL TERMS AND CONDITIONS OF SALE

19.1 Teledyne General Terms and Conditions, Annex 1, shall apply to the fullest extent permitted by Brazilian law and to extent that its provisions do not conflict with the conditions established by this Contract.

Niterói, RJ, ___ of _____ of 2025.

HUGO MARTORELL RODRIGUES GARCIA
Captain
President of Brazilian Navy Commission
~~DANIEL PEIXOTO DE CARVALHO~~
Captain
~~Director of Navy Hydrography Center~~
CONTRACTING PARTY 'S Representative

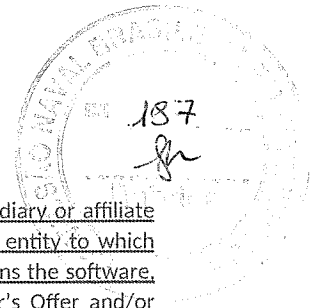
GEOFFROY JEAN DANIEL DELTEL
Passport No. 14cy29127
Vice President or General Manager
CONTRACTOR'S Representative

DANIEL PEIXOTO DE CARVALHO
Captain
Director of Navy Hydrography Center
CONTRACTING PARTY 'S witness

CONTRACTOR'S witness

Annex 1

TELEDYNE GENERAL TERMS AND CONDITIONS OF SALE



1. DEFINITIONS. As used herein: "Seller" means the Teledyne Technologies Incorporated subsidiary or affiliate legal entity shown on the Teledyne Offer and/or Order Acknowledgment. "Buyer" means the entity to which Seller's Offer is made or the entity purchasing Goods and/or Services from Seller. "Goods" means the software, software licenses, products, parts, materials, and/or equipment specifically included in Seller's Offer and/or Buyer's Order and includes "Standard Product" that means fully designed and developed products previously sold by Seller to customers and that require no changes, alterations, or additions from those Goods customarily offered by Seller and described in Seller's marketing literature. "Services" means services included in Seller's Offer and/or Buyer's Order to be performed by Seller. "Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. "Order" means a purchase order or similar purchase instrument issued by Buyer to Seller for the purchase of Goods and/or Services. All references to "Seller's terms and conditions" herein mean and include (i) the General Terms and Conditions of Sale set forth herein; and (ii) any other Terms and Conditions, to the extent referenced in Seller's Offer and / or Order Acknowledgment. Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

2. OFFERS. Unless stated otherwise in writing by Seller, Seller's Offer shall be valid for thirty (30) days from the date of such Offer. Any extension to the validity period shall be at Seller's sole discretion. Seller reserves the right to withdraw and/or revise the Offer at any time during the validity unless it is accepted by Buyer in its entirety. The prices offered by Seller apply only to the specific details of the Offer.

3. ACCEPTANCE OF BUYER'S ORDER. Seller's Offer and any Order issued by Buyer to Seller for Goods and/or Services, and any amendments thereto, are strictly limited to Seller's terms and conditions. Buyer's issuance of an Order in response to Seller's Offer shall conclusively evidence Buyer's unconditional acceptance of Seller's terms and conditions irrespective of any different terms and conditions included in Buyer's Order and Seller hereby rejects and shall not be bound by any terms or conditions in Buyer's Order or other written communications that differ from, add to, or modify Seller's terms and conditions. Seller's terms and conditions shall govern and apply to Orders accepted by Seller whether they are attached to Seller's Offer or referenced on Seller's website. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer do not waive any of Seller's terms and conditions specified herein.

4. SOFTWARE AND END USER LICENSE AGREEMENT (EULA). Goods may contain or be delivered with or as digital media containing software proprietary to Seller or a third party. Goods may also be comprised of software delivered in digital media or other format that is proprietary to Seller or a third party. All software is provided under license only, and not as a sale or other transfer of ownership. Buyer undertakes to accept and be bound by any applicable End User License Agreement (EULA) or other license agreement imposed by Seller or a third party for such software. In the case of software delivered as digital or other media, installation or download of the Goods constitutes agreement by Buyer to the terms and conditions of Seller's EULA. Seller has no obligation to continue to offer any software product or license for purchase and has no obligation to develop or provide software updates unless specifically part of Seller's offer.

5. PRICES. All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount applies to all Orders. Unless expressly stated otherwise in Seller's Offer, all prices firm and fixed and are exclusive of special packing and packaging, installation, commissioning, and training costs.

6. PAYMENT TERMS AND TITLE. Subject to Seller's approval of Buyer's credit, and as stated in Seller's Offer, at Seller's sole discretion, payment terms for Orders will be either: full or partial payment in advance by wire transfer; by an irrevocable letter of credit confirmed with Seller's bank; or net thirty (30) days from date of Seller's invoice. Regardless of method of payment, Buyer is responsible for applicable banking fees or charges. Buyer shall pay interest on all late payments at a rate equal to the higher of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation,

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attorneys' fees. In addition to all other remedies available under Seller's terms and conditions or at law, which Seller does not waive by the exercise of any rights hereunder, Seller shall be entitled to suspend the delivery of any Goods and/or performance of Services if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. If Seller at any time determines, in its sole and absolute discretion, that Buyer is not financially sound or responsible or may be unable to pay in full and in a timely manner all amounts due to Seller, Seller shall have the right to require immediate payment in full in cleared funds prior to continuing work or incurring any further cost. Buyer must raise any dispute relating to an invoice within fifteen (15) calendar days of the date of invoice. If Buyer's dispute is held to be valid, Seller shall credit Buyer the disputed amount. Title to Goods shall pass to Buyer upon delivery, however Seller shall maintain an enforceable interest in the Goods until receipt of payment in full to Seller.

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7. TAXES. Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, duties, and charges; provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real property, or other assets.

8. INSPECTION AND TESTS. All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements mutually agreed by the Parties in writing including, without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense. If Buyer requires inspection by Buyer or Buyer's representative at Seller's place of manufacture, such inspection shall be subject to Buyer's prior written request and Seller's prior written approval and shall not unreasonably interfere with Seller's operations. If applicable, if Buyer fails to perform such inspection on the agreed date, Buyer's request for inspection shall be deemed to have been waived by Buyer.

9. PACKING AND PACKAGING. All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer is subject to Seller's written agreement and shall be at Buyer's sole expense.

10. DELIVERY, SHIPPING TERMS, AND RISK OF LOSS. Unless agreed otherwise by Seller in writing, shipping terms shall be as expressly stated in Seller's Offer. If Seller's Offer does not specify shipping terms, shipments shall be delivered FCA (Free Carrier Alongside) to Seller's shipping dock in accordance with the version of Incoterms in effect as of the date of Seller's Offer. Risk of loss to Goods shall pass in accordance with the applicable Incoterm. If Seller prepays shipping, insurance, or other related charges, Buyer agrees to reimburse Seller promptly for such charges. If the Buyer fails to arrange for collection of the Goods or any part thereof on the scheduled Order shipping date, or fails to provide instructions or documents required for shipment, Seller may, upon providing written notice to Buyer, store or arrange for the storage of the Goods, and on the service of such notice (i) risk of loss of the Goods shall pass to Buyer; (ii) delivery of the Goods shall be deemed to have taken place and any outstanding payment for the Goods will become due; and (iii) Buyer shall pay Seller all costs and expenses arising from such failure including, but not limited to, storage and insurance charges.

11. EXPORT AND ANTI-BRIBERY COMPLIANCE. All Goods, Services, and technical information provided by Seller to Buyer may be subject to (i) the export control laws and regulations of the United States of America including, without limitation, the International Traffic in Arms Regulation (ITAR) and the Export Administration Regulations (EAR) and (ii) all export control laws and regulations of the country of registration of the Seller, and may be subject to the export and/or import regulations in other countries. Buyer agrees and hereby covenants that it will not, directly or indirectly, transfer, offer to sell, sell, export, re-export, distribute, allow the use of or otherwise dispose of Goods or related technical information to or in any of the following: (A) any countries as may be designated from time to time by (i) the U.S. Government; (ii) the Government of the country of registration of the Seller; and/or (iii) other applicable country governmental agencies as required unless otherwise authorized by the U.S. Government, the Government of the country of registration of the Seller,

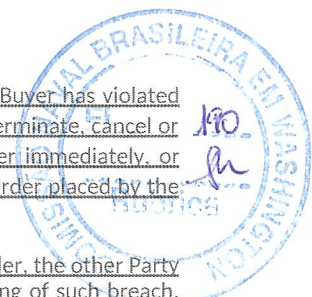
and/or other applicable country governmental agencies as required, and (B) any countries restricted by Seller's restricted country policy which includes Belarus, Burundi, Central African Republic, Cuba, the Democratic Republic of the Congo, the Republic of Congo, Guinea-Bissau, Iran, North Korea, Russia, Rwanda, the Republic of South Sudan, the Republic of Sudan, Somalia, Syria, Tanzania, Uganda, the following regions of Ukraine: Crimea, Donetsk, and Luhansk, Zambia, Zimbabwe and any other countries that may be designated from time to time by the Seller. Buyer further agrees that it will not (i) sell, transfer, export or re-export Goods for use in activities that involve the development, production, use, or stockpiling of nuclear, chemical, biological weapons, or nuclear, chemical or biological missiles, nor (ii) use such Goods in any facilities that are engaged in activities related to such weapons or their delivery systems. Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export to, or participation in any export transaction involving Goods with individuals or companies listed in (i) the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; (ii) the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists; or (iii) the U.S. Department of State's Debarred Persons List. Buyer agrees to indemnify and hold Seller harmless from any claims or liability arising from Buyer's failure to comply with all such export control laws and regulations. The Parties each agree to provide to the other in a timely manner such information and assistance as may reasonably be required in connection with securing any required authorizations or licenses. The delivery schedules delineated in Seller's Offer and/or Buyer's Order are calculated from the date of receipt of any required export license(s). Seller shall commence work only after receipt of a valid export license(s) from the appropriate U.S. and Government agencies of the country of registration of the Seller or other applicable governmental agencies; provided, however, Buyer may, at its sole risk, authorize Seller to commence work under Buyer's Order prior to receipt of an export license. In such case, Buyer agrees that it is fully liable to Seller for all costs incurred by Seller in the performance of Buyer's Order and shall reimburse Seller for such costs in the event any required export license or authorization is denied or cancelled, or if any restrictions imposed by the issuing agency render continued performance of Buyer's Order impossible or impracticable. Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain any required export license(s), may be cancelled by Seller without any further Seller liabilities or obligations to Buyer. Buyer agrees that it will not directly or indirectly, pay or offer to pay money or give anything of value to any foreign official in order to influence any action or decision for the purpose of obtaining or retaining business or securing any competitive advantage. Buyer understands the requirements of the U.S. Foreign Corrupt Practices Act 1977 ("FCPA"), the UK Bribery Act 2010 and all other applicable laws related to anti-bribery and corruption (collectively, the "Anti-Bribery Law") and agrees to strictly comply therewith. Buyer further agrees that it will maintain and enforce a policy that prohibits the bribery of foreign officials.

12. DELIVERY SCHEDULES AND FORCE MAJEURE. All dates for delivery of Goods and provision of Services are estimates only, and Seller may deliver earlier or later than said estimated dates at its option, and all dates require prompt receipt of all necessary Buyer-furnished information, instructions, materials, and equipment, if applicable, and Seller shall not be liable for non-adherence with such dates. In addition, any delay or failure of Seller to perform its agreed obligations under Buyer's Order and/or Seller's Acknowledgement shall also be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence (a "Force Majeure Event"), including, but not limited to, acts of God, actions by any governmental authority, withdrawal or inability to obtain any necessary import or export licenses or other consents, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, cyber incident, supplier delays, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction.

13. CHANGES. Buyer may request changes within the general scope of Buyer's Order by providing written notice to Seller; provided, however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing. If any such changes cause an increase in the cost or time required for performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and the Parties shall execute a written modification to Buyer's Order to reflect such changes and adjustments.

14. TERMINATION





14.1. FOR CAUSE, INCLUDING DEFAULT: If Seller has reasonable grounds to suspect the Buyer has violated any applicable law or regulation, then in Seller's sole discretion it may, without any liability, terminate, cancel or suspend performance of the Order or any other contract between the Buyer and the Seller immediately, or postpone delivery of all or any part of the Goods or Services or all or any part of any other Order placed by the Buyer with the Seller.

In addition, if a Party (the "Breaching Party") is in breach of a material provision of Buyer's Order, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to Seller from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate Buyer's Order for default. Either Party may immediately terminate Buyer's Order if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.

14.2. FOR SELLER'S CONVENIENCE: Seller, at its sole discretion, may terminate any Order on giving 90 (ninety) days written notice to the Buyer, or with immediate effect in the event the Seller suffers any Force Majeure event, and Buyer shall remain liable for payment of the Order price for all Goods delivered to Buyer prior to such termination and the actual cost incurred by Seller, plus reasonable profit and recoveries, for partially completed Goods and associated work-in-process which, upon payment, shall be delivered to Buyer. The Seller shall have no further liability or obligation in the event of Seller termination for convenience.

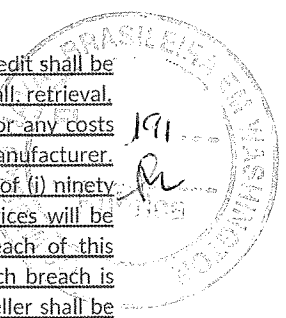
14.3. FOR BUYER'S CONVENIENCE: Seller, at its sole discretion and subject to written authorization, may allow Buyer to cancel all or a portion of Buyer's Order for Standard Products or Services. If so authorized, Buyer's cancellation of any Order for Standard Products is subject to Seller's then current Order cancellation policy and restocking charges. All returned Standard Products must be in new and unused condition. For authorized cancellations of Orders for Services, Buyer shall pay Seller in full for all fully-burdened direct and indirect costs incurred by Seller for Services performed, plus a reasonable profit thereon. Seller will notify Buyer of the amount owed, which amount shall be immediately due and payable to Seller. All Orders for non-standard products are non-cancellable and non-returnable and Buyer is liable for payment of the full Order price for same. Blanket orders, master supply agreements, and similar contractual agreements which are accepted and confirmed by Seller are non-cancellable and Buyer shall pay Seller the full Order value for the balance of quantities not previously called off or delivered to Buyer. All such quantities shall be shipped and invoiced no later than the last delivery date or expiration date specified in Buyer's Order and agreed to by Seller.

14.4. Seller may exercise any of the rights herein without any liability and without prejudice to any other right or remedy to which Seller may be entitled by operation of law or otherwise, including without limitation the right to recover Seller's costs with respect to work in progress and incidental costs. In addition, if any Force Majeure Event occurs Seller shall be entitled to retain any deposit or other amount paid by Buyer as of the date on which notice of such termination is provided, it being the express intent of Seller and Buyer that the Buyer shall bear the risk of loss of its deposit or other amounts paid to Seller prior to delivery as a result of any Force Majeure Event.

15. WARRANTY

15.1. LIMITED WARRANTY FOR GOODS (INCLUDING SOFTWARE OTHER THAN WHEN SUPPLIED AS A STAND ALONE GOOD) AND SERVICES. Seller warrants that all Goods delivered under Buyer's Order shall be free from defects in material and workmanship and conform to Seller's specifications for the period specified in Seller's Offer, or as set forth in an applicable warranty section on the Seller's website, and in event of no period being specified then for a period of twelve (12) months from the date of original shipment. This warranty does not apply to any Goods that, upon examination by Seller, or Seller's authorized service provider, are found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from their original state; (iii) repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to (i) normal wear and tear or (ii) failure to comply with Seller's safety warnings. Seller, at its sole option, shall either repair or replace defective Goods, or issue Buyer a credit for the original

price of the defective Goods, subject to depreciation if appropriate. Such repair, replacement, or credit shall be Buyer's sole remedy for defective Goods and Services. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated therewith. Consumables obtained from third parties shall bear the warranty of their manufacturer. The warranty period for repaired or replaced Goods or re-performed Services shall be the greater of (i) ninety (90) days or (ii) the unexpired portion of the original warranty period. Seller warrants that Services will be competently performed by persons reasonably skilled in their performance. Any claim for breach of this warranty must be made within ninety (90) days after completion of the specific Services for which breach is claimed. Seller shall re-perform defective Services if timely claimed, and such re-performance by Seller shall be Buyer's sole remedy for such breach.

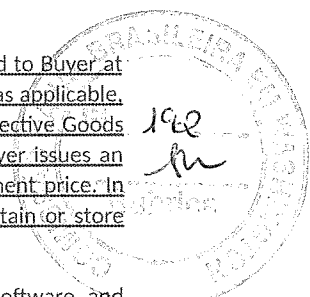


15.2. LIMITED WARRANTY FOR SOFTWARE WHEN SUPPLIED AS STAND ALONE GOOD. Seller warrants for the period specified in Seller's Offer, or as set forth in an applicable warranty section on the Seller's website, and in event of no period being specified then for a period of ninety (90) days from supply, all software when delivered as a stand alone good, shall conform to the functionality outlined in Seller's applicable software documentation. This warranty is valid provided the software is installed and used in strict compliance with all instructions and guidelines given by Seller. If during the warranty period the software does not conform to the applicable Seller software documentation, Seller, at its sole option, shall either repair or replace the defective software, or issue Buyer a credit for the original price of the defective software, subject to deduction for usage if appropriate. Such repair, replacement or credit shall be Buyer's sole remedy for defective software. Seller warrants hardware compatibility with Seller's software only when the hardware is purchased from Seller. Seller does not warrant performance of the software where Seller's software is required to integrate or co-exist with software not supplied by Seller. Seller shall not warrant any software that is found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from their original state; (iii) repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective software or any costs associated therewith. The warranty period for repaired or replaced software shall be the greater of (i) thirty (30) days or (ii) the unexpired portion of the original warranty period.

15.3. THESE EXPRESS WARRANTIES IN SECTIONS 15.1. AND 15.2., INCLUDING THE REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO AN EXCLUSION OF ANY AND ALL WARRANTIES RELATING TO LATENT DEFECT, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF THIRD-PARTY SOFTWARE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

16. RETURN AUTHORIZATIONS (NOT APPLICABLE TO SOFTWARE). Buyer's return of nonconforming or defective Goods to Seller is subject to Seller's then current return authorization process and procedures. Buyer shall promptly notify Seller of any non-conformance or defects in Goods and provide Seller a reasonable opportunity to inspect such Goods. Goods shall not be returned without Seller's prior authorization, as evidenced by a Return Material Authorization (RMA) number issued by Seller. By requesting a RMA, Buyer unconditionally agrees that any Goods returned to Seller entitles Seller to act and interact with the Goods on the basis that Seller has title in the Goods from the point of creation of the customs declaration and/or to interact with the Goods as is required for appropriate tax management, including for the purposes of any tax reliefs available. This does not affect the point at which Seller takes risk in the Goods in accordance with this section. Once a RMA number is obtained from Seller, Buyer shall return Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a return shipment. The RMA number must appear on the shipping label and all paperwork associated with the return. Buyer shall identify the model or part number, description, and serial number, if applicable, for each of the Goods returned along with an explanation of the non-conformance or defect. Issuance of a RMA number by Seller does not necessarily mean Seller agrees that returned Goods are nonconforming or defective or covered under warranty, or that Goods will be repaired or replaced at no cost to Buyer. Goods determined by Seller to be nonconforming or defective and covered by

Seller's warranty shall be repaired or replaced at Seller's option and expense and shall be returned to Buyer at Seller's expense. If any Goods returned by Buyer are found not to be nonconforming or defective, as applicable, Buyer shall be so notified, and such Goods shall be returned to Buyer at Buyer's expense. For defective Goods not covered by this warranty, repair or replacement shall not be performed until and unless Buyer issues an Order to Seller authorizing such repair or replacement at Seller's then-current repair or replacement price. In addition, Seller may charge Buyer for any testing or inspection costs. In no event shall Seller retain or store returned Goods for more than six (6) months unless notified otherwise by Seller.



17. TOOLING. Unless agreed otherwise by Seller in writing, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer's Order shall remain the property of Seller.

18. PRODUCTION DISCONTINUATION. Seller shall continue to offer Goods for sale provided such Goods (specific part number, model, or product family) meet Seller's business criteria established and maintained solely at Seller's discretion. Any Goods that do not or are not expected to meet Seller's business criteria may be eliminated by Seller from its offerings ("Discontinued Goods"). In such event, Seller, at its sole option, may accept last time buy Orders for Discontinued Goods. Seller's acceptance of Orders for Discontinued Goods shall be subject to Goods availability and on Seller's delivery schedule. All Orders for Discontinued Goods shall only be accepted on a non-cancellable, non-returnable basis. If, due to circumstances beyond Seller's control, Seller is unable to deliver the full quantity of ordered Discontinued Goods, the balance of the undelivered quantity shall be cancelled, and Seller shall have no further obligations to Buyer.

19. BUYER'S OBLIGATION OF ASSISTANCE (APPLICABLE TO SERVICES). To the extent Seller is required to perform Services for Buyer, Buyer shall provide Seller all information reasonably necessary for Seller to perform Services, including any plans, plant layouts, wiring instructions, operational information, previous studies, reports, or other information relative to the design, installation, and selection of equipment. Buyer shall grant or arrange for Seller to have access, as Seller reasonably requires, to all sites where Seller shall perform Services. Buyer shall also provide safe storage of Seller's equipment, materials, and tools during the performance of Services at Buyer or Buyer's customer's worksite. Buyer agrees to cooperate as necessary to facilitate Seller's performance of Services. Buyer covenants that it has fully and accurately disclosed to Seller all general and local conditions that may affect Seller's performance of Services. Buyer acknowledges that Seller is entitled to rely on information furnished by Buyer in developing its specifications, equipment selection, price, and in performing Services.

20. PROPRIETARY RIGHTS. Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Buyer shall not copy or reverse engineer, or cause or enable any third party to copy or reverse engineer, any Goods. Unless otherwise identified in writing to Seller, no information or knowledge heretofore or hereafter disclosed to Seller in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof.

21. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION. Seller shall hold harmless and indemnify Buyer against all third party claims, judgments, costs, and fees, including attorney fees, relating to infringement of any patent, copyright, trademark, or design to the extent that (i) the infringing Goods are manufactured, sold, or used, in whole or in part, pursuant to Seller's specifications, designs, drawings, or other technical data and (ii) provided that Buyer notifies Seller in writing of any such claim as soon as reasonably practicable and allows Seller to control, and reasonably cooperates with Seller in, the defense of any such claim and related settlement negotiations and has in no way acted to the prejudice of the Seller's ability to control and defend such claims. To the extent that any Goods are held by a court of competent jurisdiction or are believed by Seller to infringe or

otherwise violate a third party's proprietary rights. Seller may, at its option and expense, either (i) modify the affected Goods to be non-infringing; (ii) obtain for Buyer a license to continue using such Goods on substantially the same terms set forth herein; or (iii) if neither of the foregoing alternatives are reasonably available to Seller, Seller may require Buyer to return the infringing Goods and all rights thereto, and refund to Buyer the price paid to Seller by Buyer for the infringing Goods. Seller shall have no obligation under this provision to the extent any claim is based on (i) modifications of Goods or deliverables by a party other than Seller or Seller's authorized representative; (ii) the combination, operation, or use of Goods with equipment, devices, software, or data not supplied by Seller; (iii) the use or installation of Goods in an environment for which Goods were not intended; (iv) Buyer's failure to use updated or modified versions of Goods provided by Seller; or (v) the negligent acts or omissions or willful misconduct of Buyer, its employees, representatives, or affiliates. This section, and the indemnification provided herein, does not apply to any Goods manufactured, sold, or used, in whole or in part, pursuant to Buyer's specifications, designs, drawings, or other technical data. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRDPARTY INTELLECTUAL PROPERTY RIGHTS.

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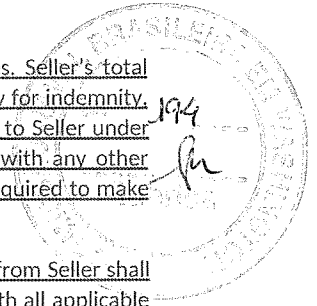
22. CONFIDENTIALITY. Buyer shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information of Seller, as defined herein, without Seller's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Buyer; (ii) is or becomes available to Buyer on a non-confidential basis from a source other than Seller when such source is not, to the best of Buyer's knowledge, subject to any confidentiality obligation with Seller; or (iii) was independently developed by Buyer without reference to Seller's Confidential Information, and Buyer can verify development of such information by written documentation.

23. SAFETY WARNINGS. Buyer acknowledges that the Goods can cause death, personal injury or property damage when used, and if they are used, operated, maintained, stored or disposed of in any manner that is not in compliance with the applicable data sheet, specification, user manual, Seller documentation or applicable directive, law, regulation or control. Buyer is solely responsible for determining the fitness or suitability of a particular Good for any particular purpose or application and for ensuring that the Goods are used, operated, maintained, stored and disposed of in full compliance with all applicable Seller instructions and guidance, applicable directive, law regulation or control. Seller has no liability whatsoever for Buyer's use, operation, maintenance, storage or disposal of the Goods.

24. INDEMNIFICATION. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of Buyer's Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, and employees for any and all Claims, including Claims asserted by third parties, related to any Goods manufactured or Services performed in whole or in part to Buyer's designs or attributed to equipment, information, or materials furnished by Buyer to Seller. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in such defense.

25. LIMITATION OF LIABILITY. Notwithstanding any other provision herein, under no circumstances shall Seller be liable to Buyer or any third party for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to Seller's performance under Buyer's Order, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer's Order, contract, warranty, negligence, statutory duty or any other type of claim, and whether grounded in tort, contract, civil law, or other theories of

liability, including strict liability, even if advised in advance of the possibility of such damages. Seller's total liability to Buyer arising from or related to Buyer's Order, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations, is limited to the lesser of (i) the amount paid by Buyer to Seller under Buyer's Order, or (ii) \$10,000,000 USD. To the extent that this limitation of liability conflicts with any other section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this section.



26. LAWFUL USE OF GOODS. Buyer warrants and represents that all Goods purchased by Buyer from Seller shall be used only for or in connection with lawful purposes and that such use shall strictly comply with all applicable laws and regulations, including the laws and regulations of the jurisdictions in which the Goods are purchased, resold, integrated, or used.

27. ETHICS AND VALUES. Seller is committed to uncompromising ethical standards, strict adherence to laws and regulations, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and values of Seller via the Teledyne Technologies Incorporated Ethics Website at www.teledyne.ethicspoint.com.

28. ORDER OF PRECEDENCE. Any inconsistency between Seller's terms and conditions, Buyer's Order, or any other documents related thereto, shall be resolved by giving precedence in the following order: (i) Seller's Special Terms and Conditions (if applicable); (ii) Seller's General Terms and Conditions of Sale; (iii) Seller's specifications (if applicable); (iv) statement of work or scope of Services (if applicable); (v) Seller's written acknowledgement of Buyer's Order; (vi) Seller's Offer; and (vii) form of Buyer's Order. The controlling version of these terms and conditions is in the English language. In the event of any discrepancies between the English version and any translated versions of these terms and conditions into other languages, the English version shall prevail.

29. GOVERNING LAW. The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of the country, or if the US, the state, or if Canada, the province, in the jurisdiction of incorporation or formation of the Seller. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"); nor (iii) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of Seller's Offer, or Buyer's Order.

30. DISPUTES AND ARBITRATION. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Buyer's Order, including their interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in the language of the Seller's Offer and in accordance with the Rules of Arbitration of the International Chamber of Commerce, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in the capital city of the country, or if the US, the state, or if Canada, the province, in the jurisdiction of incorporation or formation of the Seller, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder and shall be so instructed by the Parties.

31. RELATIONSHIP OF THE PARTIES. Each Party is an independent contractor. Neither Party shall have authority to bind the other except to the extent authorized herein. Neither Seller's Offer nor Buyer's Order are intended

by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times, and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.

32. NO THIRD PARTY BENEFICIARIES. Buyer's Order is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of Seller's terms and conditions.

33. NOTICES. All notices, request, consents, claims, demands, waivers, and other communications related to Buyer's Order (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of Buyer's Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided herein, a Notice is effective only (i) upon receipt of the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

34. ASSIGNMENT. Neither Party may assign, delegate, sublicense, or transfer, whether by operation of law or otherwise, their obligations or rights hereunder without the other Party's written consent and any assignment, delegation, sublicense, or transfer without such written consent is void and of no effect. If consent is given, the obligations and liabilities of Buyer's Order shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding this provision, Seller may subcontract work to be performed under Buyer's Order to third parties or assign or novate Buyer's Order to a parent, subsidiary, or affiliate company of Seller. In addition, without securing such prior consent, Seller shall have the right to assign Buyer's Order to any successor, by way of merger, consolidation, or the acquisition of substantially all of the business and assets of Seller relating to the subject matter of Buyer's Order; provided, however, that such successor shall expressly assume all of the assignor's obligations and liabilities under Buyer's Order.

35. WAIVER; REMEDIES; COSTS. None of the sections, terms, conditions, or provisions herein shall be waived by any act or knowledge on the part of Seller, except by written instrument signed by a duly authorized representative of Seller. The waiver by Seller of any term, condition, provision, or right hereunder or the failure to enforce at any time any of Seller's terms and conditions, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights, or of any material breach or failure of performance of Buyer. The remedies herein reserved or created for Seller shall be cumulative, and additional to any other or further remedies provided at law or in equity. Seller may remedy any breach of the terms or conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach. Buyer shall pay all Seller's costs and expenses, including attorney's fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms or conditions hereof.

36. SEVERABILITY. If any term, condition, or provision herein is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

37. PARTIES. The Parties to any Offer, Order, or associated transaction are Seller and Buyer as identified above and unless expressly stated otherwise herein, no other persons, parties, or entities have any rights, or receive any benefits hereunder. No other Teledyne subsidiaries, affiliates, or business units, other than Seller, have any obligations or duties hereunder and are unrelated third parties for all purposes.

38. HEADINGS. The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of any term, condition, or provision herein.

39. SURVIVAL. Any section, term, condition or provision herein which contemplates performance or observance subsequent to any termination or expiration of Buyer's Order, or which by its nature should survive, shall survive any termination or expiration of Buyer's Order and continue in full force and effect. - End of Document



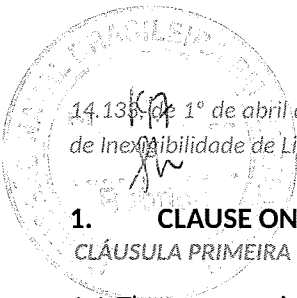
**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON
CONTRACT**

TERM OF SERVICE CONTRACT N° 51213/2025-002/00, BETWEEN THE BRAZILIAN NAVY, REPRESENTED BY THE BRAZILIAN NAVAL COMMISSION IN WASHINGTON (BNCW), AND THE COMPANY TELEDYNE GEOSPATIAL, A BUSINESS UNIT OF TELEDYNE DIGITAL IMAGING, Inc.

TERMO DE CONTRATO DE PRESTAÇÃO DE SERVIÇOS N° 51213/2025-002/00, ENTRE A MARINHA DO BRASIL, REPRESENTADA PELA COMISSÃO NAVAL BRASILEIRA EM WASHINGTON (CNBW), E A EMPRESA TELEDYNE GEOSPATIAL, A BUSINESS UNIT OF TELEDYNE DIGITAL IMAGING, INC.

THE FEDERAL GOVERNMENT (BRAZILIAN NAVY), through the BRAZILIAN NAVAL COMMISSION IN WASHINGTON (BNCW), located at 5130 MacArthur Boulevard N.W, Washington, DC, 20016-3316, herein represented by Navy Captain HUGO MARTORELL RODRIGUES GARCIA, President of BNCW, appointed by Administrative Order No. 101, dated May 8, 2024, hereinafter referred to as **Contracting** Party, and TELEDYNE GEOSPATIAL, a business unit of Teledyne Digital Imaging, Inc, headquartered at Waggoners Lane, n° 115 Fredericton, New Brunswick, Canada, hereinafter referred to as **Contractor**, herein represented by Mr. GREGOIRE PIERRE GEORGES OUTTERS, holder of passport n° 133649371, in view of what is contained in Process N° 63998.001851/2025-71 and in compliance with the provisions of Law N° 14.133, of April 1, 2021, resolve to enter into this Term of Contract, of the Term of Justification of Unenforceability of Bidding (TJIL) N° 002/2025, subject to the clauses and conditions set forth below.

O GOVERNO FEDERAL (MARINHA DO BRASIL), por meio da COMISSÃO NAVAL DO BRASIL EM WASHINGTON (CNBW), localizado em 5130 MacArthur Boulevard N.W, Washington, DC, 20016-3316, aqui representado pelo Capitão da Marinha HUGO MARTORELL RODRIGUES GARCIA, Presidente da CNBW, nomeado pela Portaria n.º 101, de 8 de maio de 2024, doravante denominado CONTRATANTE, e a TELEDYNE GEOSPATIAL, A BUSINESS UNIT OF TELEDYNE DIGITAL IMAGING, INC, sediada em Waggoners Lane, n° 115 Fredericton, New Brunswick, Canadá, doravante denominada CONTRATADA, neste ato representada pelo Sr. GREGOIRE PIERRE GEORGES OUTTERS, portador do passaporte n° 133649371, tendo em vista o que consta no Processo n° 63998.001851/2025-71 e em observância às disposições da Lei n°



14.135 de 1º de abril de 2021, resolvem celebrar o presente Termo de Contrato, do Termo de Justificativa de Inexorabilidade de Licitação (TJIL) nº 002/2025, mediante as cláusulas e condições a seguir enunciadas.

1. CLAUSE ONE - PURPOSE

CLÁUSULA PRIMEIRA - OBJETO

1.1 The purpose is to acquire six (6) licenses for the software HPD Source Editor (1W-CMW181), and the acquisition of six (6) subscription licenses for the software HPD Source Editor (1W-CMW181-S), all from Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc;

1.1 Tem-se por objeto a aquisição de 06 (seis) licenças de software HPD Source Editor (1W-CMW181), e aquisição de 06 (seis) licenças subscription do software HPD Source Editor (1W-CMW181-S), todos da empresa Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc.

1.2 Object of the contract:

1.2 Objeto da contratação:

ITEM Item	DESCRIPTION Descrição	QTY Qtda	VALOR UNITÁRIO Valor unitário	VALOR TOTAL Valor total
1	HPD Source Editor Software License(1W-CMW181) Licença do software HPD Source Editor (1W-CMW181)	6	USD 19,295.00	USD 115,770.00
2	HPD Source Editor Software Subscription License (1W-CMW181-S) Licença por assinatura do software HPD Source Editor Subscription (1W-CMW181-S)	6	USD 3,867.50	USD 23,205.00
TOTAL GERAL				USD 138,975.00

1.3 This contract is linked, regardless of transcription:

1.3 Vinculam a esta contratação, independentemente de transcrição:

1.3.1 Contractor's Proposal.

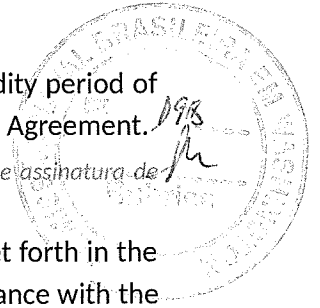
1.3.1 A Proposta do Contratado.

2. CLAUSE TWO - TERM AND EXTENSION

CLÁUSULA SEGUNDA - VIGÊNCIA E PRORROGAÇÃO

2.1. This Contract shall have a term of twelve (12) months, counted from the date of its signing, for purposes of administrative execution, management, and monitoring of contractual obligations.

2.1 O presente contrato terá vigência de 12 (doze) meses, contados a partir da data de sua assinatura, para fins de execução administrativa, gestão e acompanhamento das obrigações contratuais.



2.1.1. The term indicated above shall correspond, in particular, to the validity period of the software subscription licenses that constitute the subject matter of this Agreement.

2.1.1.1 A vigência acima corresponde, em especial, ao período de validade das licenças de assinatura de software objeto deste instrumento.

2.1.2 Licenses acquired on a perpetual basis are not subject to the term set forth in the main paragraph of this Clause and shall remain valid indefinitely, in accordance with the proposal submitted by the Contractor, the contractual term being limited to delivery, acceptance, and the applicable initial warranty. However, the right to support and updates shall be conditional upon the renewal of the corresponding subscription licenses, and in the event such subscriptions are not renewed after the initial twelve (12) month period, access to these benefits shall automatically cease.

2.1.2.1. As licenças adquiridas em caráter perpétuo não se sujeitam ao prazo previsto no caput desta Cláusula, permanecendo válidas de forma definitiva, nos termos da proposta apresentada pelo Contratado, limitando-se o prazo contratual à entrega, aceitação e garantia inicial aplicável. Todavia, o direito ao suporte e às atualizações estará condicionado à manutenção das licenças de assinatura correspondentes, de modo que, caso não sejam renovadas após o período inicial de 12 (doze) meses, cessará automaticamente o acesso a tais benefícios.

3. CLAUSE THREE – CONTRACTUAL EXECUTION AND MANAGEMENT MODELS

CLÁUSULA TERCEIRA – MODELOS DE EXECUÇÃO E GESTÃO CONTRATUAIS

Execution Conditions

Condições de execução

3.1. The execution of the object will follow the following dynamics:

3.1.1 A execução do objeto seguirá a seguinte dinâmica:

3.1.1.1 Beginning of the execution of the object: after signing the contract;

3.1.1.1.1 Início da execução do objeto: após a assinatura do contrato;

3.1.1.2 Detailed description: **Proposal 490.**

3.1.1.2.1 Descrição detalhada: *Proposta 490.*

Place and time of provision of services

Local e horário da prestação dos serviços

3.2 The goods will be delivered to the following address: Rua Barão de Jaceguai, s/n, Ponta da Armação, Niterói, Rio de Janeiro (RJ), registered with CNPJ 03.062.936/0001-35.

3.2 Os bens serão entregues no seguinte endereço: Rua Barão de Jaceguai, s/n, Ponta da Armação, Niterói, Rio de Janeiro (RJ), inscrita no CNPJ 03.062.936/0001-35.

3.3 The services will be provided at the following time: Access to Teledyne CARIS Service Desk will be provided twenty-four (24) hours a day, seven (7) days a week.

3.3 Os serviços serão prestados no seguinte horário: O acesso ao Teledyne CARIS Service Desk será fornecido vinte e quatro (24) horas por dia, sete (7) dias por semana.

3.4 The contractual execution regime will be by contract for unit price.



3.4 O regime de execução contratual será por empreitada por preço unitário.

Contract management template

Modelo de gestão do contrato

3.5 The Contract shall be faithfully performed by the Parties, in accordance with the clauses herein agreed and with the provisions of Law nº 14.133, of April 1, 2021.

3.5 O contrato deverá ser fielmente executado pelas partes, em conformidade com as cláusulas aqui pactuadas e com as disposições da Lei nº 14.133, de 1º de abril de 2021.

3.5.1 The conditions set forth in Annex 1 – Teledyne General Terms and Conditions of Sale shall apply only on a subsidiary basis, and provided that they do not conflict with the provisions of this Contract or with the applicable Brazilian legislation, in which case the provisions herein shall prevail under any circumstances.

3.5.1. As condições previstas no Anexo 1 – Teledyne General Terms and Conditions of Sale somente terão aplicação de forma subsidiária, e desde que não contrariem as disposições deste Contrato ou da legislação brasileira aplicável, prevalecendo, em qualquer hipótese, o que aqui estabelecido.

3.6 In case of impediment, stoppage order, or suspension of the Contract, the term for fulfillment of the contractual obligations shall be automatically extended for the corresponding period, with the circumstances duly recorded in writing.

3.6 Em caso de impedimento, ordem de paralisação ou suspensão do contrato, o prazo para cumprimento das obrigações contratuais será automaticamente prorrogado pelo período correspondente, com as circunstâncias devidamente registradas por escrito.

3.7 Communications between the Agency or Entity and the Contractor must be made in writing whenever the act requires such formality, admitting the use of electronic message for this purpose.

3.7 As comunicações entre o órgão ou entidade e o contratado devem ser realizadas por escrito sempre que o ato exigir tal formalidade, admitindo-se o uso de mensagem eletrônica para esse fim.

3.8 The body or entity may summon a representative of the Company to adopt measures that must be complied with immediately.

3.8 O órgão ou entidade poderá convocar representante da empresa para adoção de providências que devam ser cumpridas de imediato.

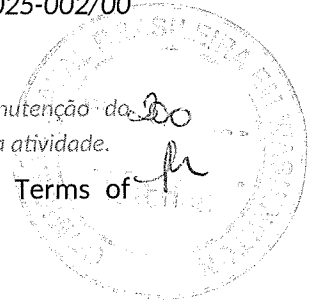
Agent (Representative)

Preposto (Representante)

3.9 The Contractor shall formally designate the representative of the company, before the start of the provision of the services, indicating in the instrument the powers and duties in relation to the execution of the contracted object.

3.9 A Contratada designará formalmente o representante da empresa, antes do início da prestação dos serviços, indicando no instrumento os poderes e deveres em relação à execução do objeto contratado.

3.10 The Contracting Party may refuse, provided that it is justified, the appointment or maintenance of the company's representative, in which case the Contractor will designate another to carry out the activity.



3.10 Contratante poderá recusar, desde que justificadamente, a indicação ou a manutenção do representante da empresa, hipótese em que a Contratada designará outro para o exercício da atividade.

3.11 Delivery, by the Contractor, of the Term of Commitment and the Terms of Acknowledgment.

3.11 Entrega, por parte da Contratada, do Termo de Compromisso e dos Termos de Ciência.

3.12 The object will not be provisionally received, only definitively.

3.12 Não haverá recebimento provisório do objeto, apenas definitivo.

3.13 The services will be received definitively within 30 (thirty) days counted from the publication of the SO, or earlier if all documentation and quality checks are completed, by a server or commission designated by the competent authority, after verifying the quality and quantity of the service and consequent acceptance by means of a detailed term, obeying the following procedures:

3.13 Os serviços serão recebidos definitivamente no prazo de 30 (trinta) dias, contados da publicação da OS, por servidor ou comissão designada pela autoridade competente, após a verificação da qualidade e quantidade do serviço e consequente aceitação mediante termo detalhado, obedecendo os seguintes procedimentos:

3.13.1 Issue a document proving the evaluation carried out by the technical, administrative and sectoral inspectors, if any, in the fulfillment of obligations assumed by the contractor, with reference to its performance in the contractual execution, based on objectively defined and measured indicators, and any penalties applied, and must be included in the registration of attestation of compliance with obligations, according to the regulation (art. 21, VIII, Decree N° 11.246, of 2022).

3.13.1 Emitir documento comprobatório da avaliação realizada pelos fiscais técnico, administrativo e setorial, quando houver, no cumprimento de obrigações assumidas pelo contratado, com menção ao seu desempenho na execução contratual, baseado em indicadores objetivamente definidos e aferidos, e a eventuais penalidades aplicadas, devendo constar do cadastro de atesto de cumprimento de obrigações, conforme regulamento (art. 21, VIII, Decreto n° 11.246, de 2022).

3.13.2 Carry out the analysis of the reports and all documentation presented by the inspection and, if there are irregularities that prevent the settlement and payment of the expense, indicate the relevant contractual clauses, requesting the Contractor, in writing, the respective corrections;

3.13.2 Realizar a análise dos relatórios e de toda a documentação apresentada pela fiscalização e, caso haja irregularidades que impeçam a liquidação e o pagamento da despesa, indicar as cláusulas contratuais pertinentes, solicitando à Contratada, por escrito, as respectivas correções;

3.13.3 Issue a Detailed Term for the purpose of definitive receipt of the services provided, based on the reports and documentation presented; and

3.13.3 Emitir Termo Detalhado para efeito de recebimento definitivo dos serviços prestados, com base nos relatórios e documentações apresentadas; e

3.13.4 Communicate to the Company to issue the Invoice or Bill, with the exact amount determined by the inspection.

3.13.4 Comunicar a empresa para que emita a Nota Fiscal ou Fatura, com o valor exato dimensionado pela fiscalização.

3.13.5 Send the relevant documentation to the contracts sector for the formalization of the settlement and payment procedures, in the amount determined by the inspection and management.

3.13.5 Enviar a documentação pertinente ao setor de contratos para a formalização dos procedimentos de liquidação e pagamento, no valor dimensionado pela fiscalização e gestão.

3.14 In the event of controversy over the execution of the object, regarding the size, quality and quantity, the content of art. 143 of Law N° 14.133, of 2021, communicating to the company for the issuance of an Invoice regarding the uncontroversial portion of the execution of the object, for the purpose of liquidation and payment.

3.14 No caso de controvérsia sobre a execução do objeto, quanto à dimensão, qualidade e quantidade, deverá ser observado o teor do art. 143 da Lei n° 14.133, de 2021, comunicando-se à empresa para emissão de Nota Fiscal no que concerne à parcela incontroversa da execução do objeto, para efeito de liquidação e pagamento.

3.15.No receipt period will occur while pending the solution, by the Contractor, of inconsistencies verified in the execution of the object or in the collection instrument.

3.15 Nenhum prazo de recebimento ocorrerá enquanto pendente a solução, pelo contratado, de inconsistências verificadas na execução do objeto ou no instrumento de cobrança.

3.16 Final receipt shall not exclude civil liability for the soundness and safety of the service or ethical-professional liability for the perfect performance of the contract.

3.16 O recebimento definitivo não excluirá a responsabilidade civil pela solidez e pela segurança do serviço nem a responsabilidade ético-profissional pela perfeita execução do contrato.

4. CLAUSE FOUR - SUBCONTRACTING

CLÁUSULA QUARTA - SUBCONTRATAÇÃO

4.1 Subcontracting of the contractual object will not be allowed.

4.1 Não será admitida a subcontratação do objeto contratual.

5. CLAUSE FIVE - PRICE

CLÁUSULA QUINTA - PREÇO

5.1 The value of the contract is USD 138,975.00 (one hundred thirty-eight thousand, nine hundred seventy-five US dollars).

5.1 O valor da contratação é de USD 138.975,00 (cento e trinta e oito mil novecentos e setenta e cinco dólares).

5.2 The above amount includes all direct and indirect ordinary expenses arising from the execution of the subject, including taxes and/or duties, social, labor, social security, fiscal and commercial charges, management fee, freight, insurance, and any other expenses required for the full performance of the contracting object.

5.2 No valor acima estão incluídas todas as despesas ordinárias diretas e indiretas decorrentes da execução do objeto, inclusive tributos e/ou impostos, encargos sociais, trabalhistas, previdenciários, fiscais e comerciais incidentes, taxa de administração, frete, seguro e outros necessários ao cumprimento integral do objeto da contratação.

6. CLAUSE SIX - PAYMENT

CLÁUSULA SEXTA - DO PAGAMENTO

6.1 Payment deadline.

6.1 Prazo de Pagamento.

6.1.1 Payment will be made within 30 (thirty) days from the completion of the settlement of the expense, according to the previous section, pursuant to Normative Instruction SEGES/ME N° 77, of 2022.

6.1.1 O pagamento será efetuado no prazo de até 30 (trinta) dias contados da finalização da liquidação da despesa, conforme seção anterior, nos termos da Instrução Normativa SEGES/ME n° 77, de 2022.

6.1.2 In the event of delay by the Contracting Party, the amounts due to the contracted party will be monetarily restated between the end of the payment term until the date of its effective realization, by applying the ICTI index - (Information Technology Cost Index) of monetary correction.

6.1.2 No caso de atraso pelo Contratante, os valores devidos ao contratado serão atualizados monetariamente entre o termo final do prazo de pagamento até a data de sua efetiva realização, mediante aplicação do índice ICTI - (Índice de Custo da Tecnologia da Informação) de correção monetária.

6.2 Payment Method.

6.2 Forma de Pagamento.

6.2.1 Payment will be made through the BRAZILIAN NAVAL COMMISSION IN WASHINGTON (BNCW), upon receipt of the invoice or equivalent collection instrument presented by the company, with a payment term of 30 days for financial execution. The invoice or equivalent collection instrument must be certified by the members of the Fiscal Order of CHM.

6.2.1 O pagamento será realizado por meio da COMISSÃO NAVAL BRASILEIRA EM WASHINGTON (CNBW), mediante o envio da nota fiscal ou instrumento de cobrança equivalente apresentada pela empresa tendo prazo de 30 (trinta) dias para execução financeira. A nota fiscal, ou instrumento de cobrança equivalente, deverá ser certificada pelos membros da Portaria Fiscal do CHM.

6.2.2 The date of payment shall be deemed to be the day on which the bank order for payment is issued.

6.2.2 Será considerada data do pagamento o dia em que constar como emitida a ordem bancária para pagamento.

6.2.3 Upon payment, the tax withholding provided for in the applicable legislation will be made.

6.2.3 Quando do pagamento, será efetuada a retenção tributária prevista na legislação aplicável.

6.2.4 Regardless of the percentage of tax inserted in the spreadsheet, if any, the percentages established in the current legislation will be withheld at source, when the payment is made.

6.2.4 Independentemente do percentual de tributo inserido na planilha, quando houver, serão retidos na fonte, quando da realização do pagamento, os percentuais estabelecidos na legislação vigente.

7. CLAUSE SEVEN - READJUSTMENT

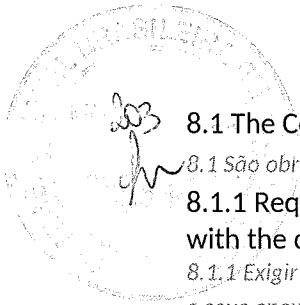
CLÁUSULA SÉTIMA - REAJUSTE

7.1 The prices initially contracted are fixed and non-adjustable.

7.2 Os preços inicialmente contratados são fixos e não passíveis de reajuste.

8. CLAUSE EIGHT - OBLIGATIONS OF THE CONTRACTING PARTY

CLÁUSULA OITAVA - OBRIGAÇÕES DO CONTRATANTE



8.1 The Contracting Party's obligations are:

8.1 São obrigações do Contratante:

8.1.1 Require compliance with all obligations assumed by the Contractor, in accordance with the contract and its annexes;

8.1.1 Exigir o cumprimento de todas as obrigações assumidas pelo Contratado, de acordo com o contrato e seus anexos;

8.1.2 Receive the object within the term and conditions established according to item 8.1.17;

8.1.2 Receber o objeto no prazo e condições estabelecidas conforme item 8.1.17;

8.1.3 Notify the Contractor, in writing, of defects or inaccuracies verified in the object supplied, so that it is replaced, repaired or corrected, in whole or in part, at its expense;

8.1.3 Notificar o Contratado, por escrito, sobre vícios, defeitos ou incorreções verificadas no objeto fornecido, para que seja por ele substituído, reparado ou corrigido, no total ou em parte, às suas expensas;

8.1.4 Monitor and supervise the performance of the contract and the fulfillment of the obligations by the Contractor;

8.1.4 Acompanhar e fiscalizar a execução do contrato e o cumprimento das obrigações pelo Contratado;

8.1.5 Communicate to the company for the issuance of an Invoice regarding the uncontroversial portion of the execution of the object, for the purpose of settlement and payment, when there is controversy about the execution of the object, regarding the size, quality and quantity, according to art. 143 of Law N° 14.133, of 2021;

8.1.5 Comunicar a empresa para emissão de Nota Fiscal no que pertine à parcela incontroversa da execução do objeto, para efeito de liquidação e pagamento, quando houver controvérsia sobre a execução do objeto, quanto à dimensão, qualidade e quantidade, conforme o art. 143 da Lei n° 14.133, de 2021;

8.1.6 Make the payment to the Contractor of the amount corresponding to the execution of the object, within the term, form and conditions established in this Contract and in the Term of Reference;

8.1.6 Efetuar o pagamento ao Contratado do valor correspondente à execução do objeto, no prazo, forma e condições estabelecidos no presente Contrato.

8.1.7 Apply to the Contractor the sanctions provided for by Law N° 14.133/2021 and under this Agreement;

8.1.7 Aplicar ao Contratado as sanções previstas na Lei n° 14.133/2021 e neste Contrato;

8.1.8 Inform the judicial representation body of the Federal Attorney General's Office to adopt the appropriate measures when the Contractor fails to comply with obligations;

8.1.8 Cientificar o órgão de representação judicial da Advocacia-Geral da União para adoção das medidas cabíveis quando do descumprimento de obrigações pelo Contratado;

8.1.9 Explicitly issue a decision on all requests and complaints related to the execution of this Contract, except for manifestly impertinent requirements, merely delaying or of no interest for the proper execution of the adjustment.

8.1.9 Explicitamente emitir decisão sobre todas as solicitações e reclamações relacionadas à execução do presente Contrato, ressalvados os requerimentos manifestamente impertinentes, meramente protelatórios ou de nenhum interesse para a boa execução do ajuste.

8.1.10 The Administration shall have a period of 15 (fifteen) business days from the date of filing of the application to decide, subject to the reasoned extension, for the same period.

8.1.10 A Administração terá o prazo de 15 (quinze) dias úteis, a contar da data do protocolo do requerimento para decidir, admitida a prorrogação motivada, por igual período.

8.1.11 Respond to any requests for reestablishment of the economic-financial balance made by the contractor within a maximum period of 15 (fifteen) business days, from the date of the contractor's knowledge.

8.1.11 Responder eventuais pedidos de reestabelecimento do equilíbrio econômico-financeiro feitos pelo contratado no prazo máximo de 15 (quinze) dias úteis, a contar da data da ciência do contratante.

8.1.12 Notify the issuers of the guarantees of the start of administrative proceedings to investigate non-compliance with contractual clauses.

8.1.12 Notificar os emitentes das garantias quanto ao início de processo administrativo para apuração de descumprimento de cláusulas contratuais.

8.1.13 The Administration shall not be liable for any commitments entered into by the Contractor with third parties, even if linked to the execution of the contract, or for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates.

8.1.13 A Administração não responderá por quaisquer compromissos assumidos pelo Contratado com terceiros, ainda que vinculados à execução do contrato, bem como por qualquer dano causado a terceiros em decorrência de ato do Contratado, de seus empregados, prepostos ou subordinados.

8.1.14 Appoint a Manager and Tax, Administrative Inspectors and Applicant of the contract to monitor and supervise the execution of contracts;

8.1.14 Nomear Gestor e Fiscais Técnico, Administrativo e Requisitante do contrato para acompanhar e fiscalizar a execução dos contratos;

8.1.15 Formally forward the demand by means of a Service Order or Supply of Goods, in accordance with the established criteria.

8.1.15 Encaminhar formalmente a demanda por meio de Ordem de Serviço ou de Fornecimento de Bens, de acordo com os critérios estabelecidos.

8.1.16 Receive the object provided by the contractor that complies with the accepted proposal, according to the inspections carried out;

8.1.16 Receber o objeto fornecido pelo contratado que esteja em conformidade com a proposta aceita, conforme inspeções realizadas;

8.1.17 Apply to the Contractor the applicable regulatory and contractual administrative sanctions, in accordance with Law N° 14.133/2021 and this Agreement;

8.1.17 Aplicar à Contratada as sanções administrativas regulamentares e contratuais cabíveis, nos termos da Lei n° 14.133/2021 e deste Contrato;

8.1.18 Settle the commitment and make the payment to the contractor, within the terms established in the contract;

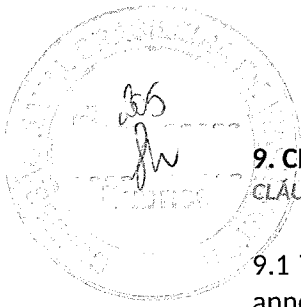
8.1.18 Liquidar o empenho e efetuar o pagamento à contratada, dentro dos prazos preestabelecidos em contrato;

8.1.19 Communicate to the contractor any and all occurrences related to the provision of the ICT solution;

8.1.19 Comunicar à contratada todas e quaisquer ocorrências relacionadas com o fornecimento da solução de TIC;

8.1.20 Define productivity or minimum capacity to provide the ICT solution by the contractor, based on market research, when applicable;

8.1.20 Definir produtividade ou capacidade mínima de fornecimento da solução de TIC por parte do contratado, com base em pesquisas de mercado, quando aplicável;



9. CLAUSE NINE - OBLIGATIONS OF THE CONTRACTOR
CLÁUSULA NONA - OBRIGAÇÕES DO CONTRATADO

9.1 The Contractor shall comply with all obligations contained in this Contract and its annexes, assuming as exclusively its own the risks and expenses arising from the good and perfect execution of the object, also observing the following obligations, in addition to those provided for in the term of reference;

9.1 O Contratado deve cumprir todas as obrigações constantes deste Contrato e de seus anexos, assumindo como exclusivamente seus os riscos e as despesas decorrentes da boa e perfeita execução do objeto, observando, ainda, as obrigações a seguir dispostas:

9.1.1 Comply with the regular determinations issued by the contract inspector or higher authority (art. 137, II) and provide any clarification or information requested by them;

9.1.2 Provide the qualified personnel and the technical means necessary for the proper performance of the contractual obligations, ensuring remote support, updates, and the availability of all technological resources required for the execution of the contracted software services, in accordance with good professional practice and applicable legislation;

9.1.2 Disponibilizar o pessoal qualificado e os meios técnicos necessários ao adequado desempenho das obrigações contratuais, garantindo o suporte remoto, as atualizações e a disponibilização de todos os recursos tecnológicos exigidos para a execução dos serviços de software contratados, em conformidade com as boas práticas profissionais e a legislação aplicável;

9.1.3 Not to hire, during the term of the contract, a spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree, as an officer of the contracting party or the supervisor or contract manager, pursuant to article 48, sole paragraph, of Law N° 14.133, of 2021;

9.1.3 Não contratar, durante a vigência do contrato, cônjuge, companheiro ou parente em linha reta, colateral ou por afinidade, até o terceiro grau, de dirigente do contratante ou do fiscal ou gestor do contrato, nos termos do artigo 48, parágrafo único, da Lei n° 14.133, de 2021;

9.1.4 To communicate to the contract Supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the location of the services;

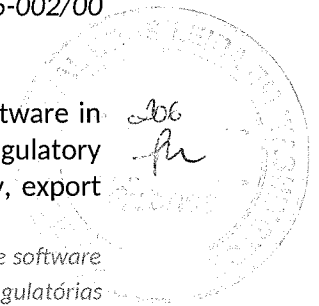
9.1.4 Comunicar ao Fiscal do contrato, no prazo de 24 (vinte e quatro) horas, qualquer ocorrência anormal ou acidente que se verifique no local dos serviços;

9.1.5 Provide all clarifications and technical information related to the licensed and renewed software, including documentation, reports, and records of technical support, whenever requested by the Contracting Party or its authorized representatives;

9.1.5 Fornecer todos os esclarecimentos e informações técnicas relacionadas aos softwares licenciados e renovados, incluindo documentação, relatórios e registros de suporte técnico, sempre que solicitados pela Contratante ou por seus representantes autorizados;

9.1.6 Stop, by determination of the Contracting Party, any activity that is not being performed in accordance with good technique or that endangers the safety of people or property of third parties;

9.1.6 Paralisar, por determinação do Contratante, qualquer atividade que não esteja sendo executada de acordo com a boa técnica ou que ponha em risco a segurança de pessoas ou bens de terceiros;



9.1.7 Perform all activities related to the supply, licensing, and renewal of software in compliance with applicable laws and regulations, observing technical and regulatory standards, particularly those concerning data protection, intellectual property, export control, and information security best practices;

9.1.7 Executar todas as atividades relacionadas ao fornecimento, licenciamento e renovação de software em conformidade com as leis e regulamentos aplicáveis, observando as normas técnicas e regulatórias pertinentes, especialmente aquelas relativas à proteção de dados, propriedade intelectual, controle de exportação e boas práticas de segurança da informação;

9.1.8 The Contractor shall not employ child labor in any activities related to this contract and shall comply with all applicable national and international labor laws and conventions ;

9.1.8 O Contratado não deverá empregar trabalho infantil em quaisquer atividades relacionadas a este contrato, devendo cumprir todas as leis trabalhistas nacionais e convenções internacionais aplicáveis:

9.1.9 Maintain throughout the term of the contract, in compliance with the obligations assumed, all the conditions required for qualification in the bidding process;

9.1.9 Manter durante toda a vigência do contrato, em compatibilidade com as obrigações assumidas, todas as condições exigidas para habilitação no afastamento licitatório;

9.1.10 Keep confidential all information obtained as a result of the performance of the contract;

9.1.10 Guardar sigilo sobre todas as informações obtidas em decorrência do cumprimento do contrato;

9.1.11 Bear the burden arising from any mistake in the sizing of the quantities of its proposal, including the variable costs arising from future and uncertain factors, and must complement them, if what was initially provided for in its proposal is not satisfactory to meet the object of the contract, except when any of the events listed in art. 124, II, d, of Law N° 14.133, of 2021;

9.1.11 Arcar com o ônus decorrente de eventual equívoco no dimensionamento dos quantitativos de sua proposta, inclusive quanto aos custos variáveis decorrentes de fatores futuros e incertos, devendo complementá-los, caso o previsto inicialmente em sua proposta não seja satisfatório para o atendimento do objeto da contratação, exceto quando ocorrer algum dos eventos arrolados no art. 124, II, d, da Lei n° 14.133, de 2021; e;

9.1.12 Formally appoint a representative able to represent it with the contracting party, who shall be responsible for the faithful execution of the contract;

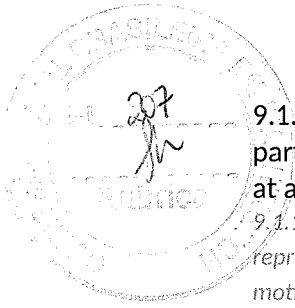
9.1.12 Indicar formalmente representante apto a representá-la junto à contratante, que deverá responder pela fiel execução do contrato;

9.1.13 Promptly comply with any instructions and requirements from the Contract Supervision Team inherent in the performance of the contractual object;

9.1.13 Atender prontamente quaisquer orientações e exigências da Equipe de Fiscalização do Contrato, inerentes à execução do objeto contratual;

9.1.14 Repair any damages directly caused to the Contracting Party or to third parties due to the fault or intent of its legal representatives, representatives or employees, as a result of the contractual relationship, not excluding or reducing the responsibility of the inspection or monitoring of the execution of the services by the Contracting Party;

9.1.14 Reparar quaisquer danos diretamente causados à contratante ou a terceiros por culpa ou dolo de seus representantes legais, representantes ou empregados, em decorrência da relação contratual, não excluindo ou reduzindo a responsabilidade da fiscalização ou o acompanhamento da execução dos serviços pela contratante;



9.1.15 Provide all necessary means for the inspection of the contract by the contracting party, whose representative will have the power to stop the supply, in whole or in part, at any time, provided that the causes and justifications of this decision are justified;

9.1.15 Propiciar todos os meios necessários à fiscalização do contrato pela contratante, cujo representante terá poderes para sustar o fornecimento, total ou parcial, em qualquer tempo, desde que motivadas as causas e justificativas desta decisão;

9.1.16 Maintain, throughout the performance of the contract, the same conditions of the qualification;

9.1.16 Manter, durante toda a execução do contrato, as mesmas condições da habilitação;

9.1.17 When specified, maintain, during the execution of the contract, a technical team composed of professionals duly qualified, trained and qualified to provide the ITC solution;

9.1.17 Quando especificada, manter, durante a execução do contrato, equipe técnica composta por profissionais devidamente habilitados, treinados e qualificados para fornecimento da solução de TIC;

9.1.18 When specified, maintain the productivity or minimum supply capacity of the ICT solution during the execution of the contract;

9.1.18 Quando especificado, manter a produtividade ou a capacidade mínima de fornecimento da solução de TIC durante a execução do contrato;

9.1.19 Make the contractual transition, when applicable.

9.1.19 Fazer a transição contratual, quando for o caso.

10. CLAUSE TEN - OBLIGATIONS PERTAINING TO GENERAL DATA PROTECTION LAW (LGPD)

CLÁUSULA DÉCIMA - OBRIGAÇÕES PERTINENTES À LGPD (LEI GERAL DE PROTEÇÃO DE DADOS PESSOAIS)

10.1 The parties must comply with Law N° 13.709, of August 14, 2018 (LGPD), regarding all personal data to which they have access due to the event or the administrative contract that may be signed, from the presentation of the proposal in the contracting procedure, regardless of declaration or express acceptance.

10.1 As partes deverão cumprir a Lei n° 13.709, de 14 de agosto de 2018 (LGPD), quanto a todos os dados pessoais a que tenham acesso em razão do certame ou do contrato administrativo que eventualmente venha a ser firmado, a partir da apresentação da proposta no procedimento de contratação, independentemente de declaração ou de aceitação expressa.

10.2 The data obtained may only be used for the purposes that justified their access and in accordance with good faith and the principles of art. 6 of the LGPD.

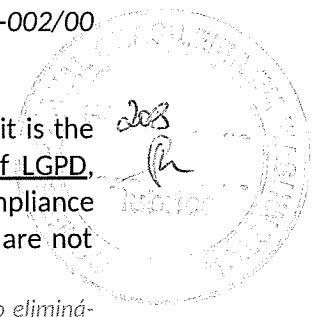
10.2 Os dados obtidos somente poderão ser utilizados para as finalidades que justificaram seu acesso e de acordo com a boa-fé e com os princípios do art. 6º da LGPD.

10.3 It is forbidden to share with third parties the data obtained outside the hypotheses allowed by Law.

10.3 É vedado o compartilhamento com terceiros dos dados obtidos fora das hipóteses permitidas em Lei.

10.4 The Administration shall be informed within five (5) business days of all suboperation contracts entered into or that may be entered into by the Contractor.

10.4 A Administração deverá ser informada no prazo de 5 (cinco) dias úteis sobre todos os contratos de suboperação firmados ou que venham a ser celebrados pelo Contratado.



10.5 After the processing of the data under the terms of art. 15 of the LGPD, it is the duty of the contractor to eliminate them, except for the cases of art. 16 of LGPD, including those in which documentation needs to be kept in order to prove compliance with legal or contractual obligations, and only for as long as these obligations are not time-barred.

10.5 Terminado o tratamento dos dados nos termos do art. 15 da LGPD, é dever do contratado eliminá-los, com exceção das hipóteses do art. 16 da LGPD, incluindo aquelas em que houver necessidade de guarda de documentação para fins de comprovação do cumprimento de obrigações legais ou contratuais e somente enquanto não prescritas essas obrigações.

10.6 It is the duty of the contractor to guide and train its employees on the duties, requirements and responsibilities arising from the LGPD.

10.6 É dever do contratado orientar e treinar seus empregados sobre os deveres, requisitos e responsabilidades decorrentes da LGPD.

10.7 The Contractor shall require its data sub-processors to comply with the duties set forth in this clause, remaining fully responsible for ensuring their observance.

10.7 O Contratado deverá exigir de seus suboperadores de dados o cumprimento dos deveres da presente cláusula, permanecendo integralmente responsável por garantir sua observância.

10.8 The Contracting Party may take steps to assess compliance with this clause, and the Contractor shall promptly comply with any requests for proof made.

10.8 O Contratante poderá realizar diligência para aferir o cumprimento dessa cláusula, devendo o Contratado atender prontamente eventuais pedidos de comprovação formulados.

10.9 The Contractor shall provide, within the period set by the Contracting Party, justifiably extendable, any information about the personal data to comply with the LGPD, including any disposal carried out.

10.9 O Contratado deverá prestar, no prazo fixado pelo Contratante, prorrogável justificadamente, quaisquer informações acerca dos dados pessoais para cumprimento da LGPD, inclusive quanto a eventual descarte realizado.

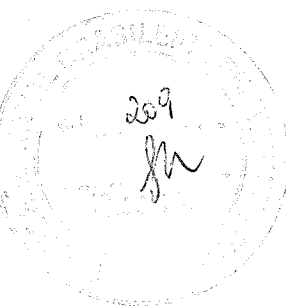
10.10 Databases formed from administrative contracts, notably those that propose to store personal data, must be kept in a controlled virtual environment, with a traceable individual record of the treatments carried out (LGPD, art. 37), with each access, date, time and registration of the purpose, for the purpose of liability, in case of any omissions, deviations or abuses.

10.10 Bancos de dados formados a partir de contratos administrativos, notadamente aqueles que se proponham a armazenar dados pessoais, devem ser mantidos em ambiente virtual controlado, com registro individual rastreável de tratamentos realizados (LGPD, art. 37), com cada acesso, data, horário e registro da finalidade, para efeito de responsabilização, em caso de eventuais omissões, desvios ou abusos.

10.11 These databases must be developed in an interoperable format, in order to guarantee the reuse of these data by the Administration in the cases provided for in the LGPD.

10.11 Os referidos bancos de dados devem ser desenvolvidos em formato interoperável, a fim de garantir a reutilização desses dados pela Administração nas hipóteses previstas na LGPD.

10.12 The contract is subject to change in the procedures relevant to the processing of personal data, when indicated by the competent authority, in particular the ANPD through technical opinions or recommendations, issued in the form of the LGPD.



10.12 O contrato está sujeito a ser alterado nos procedimentos pertinentes ao tratamento de dados pessoais, quando indicado pela autoridade competente, em especial a ANPD por meio de opiniões técnicas ou recomendações, editadas na forma da LGPD.

10.13 The contracts and covenants referred to in § 1 of art. 26 of the LGPD must be communicated to the national authority.

11. CLAUSE ELEVEN - PERFORMANCE GUARANTEE

CLÁUSULA DÉCIMA PRIMEIRA - GARANTIA DE EXECUÇÃO

11.1 There will be no requirement for contractual performance guarantee.

11.1 Não haverá exigência de garantia contratual da execução.

12. CLAUSE TWELVE - ADMINISTRATIVE INFRACTIONS AND SANCTIONS

CLÁUSULA DÉCIMA SEGUNDA - INFRAÇÕES E SANÇÕES ADMINISTRATIVAS

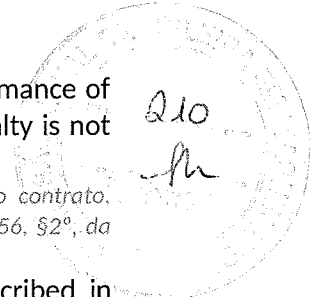
12.1 An administrative infraction is committed, under the terms of Law N° 14.133, of 2021, by the contractor who:

12.1 Comete infração administrativa, nos termos da Lei n° 14.133, de 2021, o contratado que:

- a) give rise to the partial non-performance of the contract;
a) der causa à inexecução parcial do contrato;
- b) gives rise to partial non-performance of the contract that causes serious damage to the Administration or to the operation of public services or to the collective interest;
b) der causa à inexecução parcial do contrato que cause grave dano à Administração ou ao funcionamento dos serviços públicos ou ao interesse coletivo;
- c) give rise to the total non-performance of the contract;
c) der causa à inexecução total do contrato;
- d) give rise to the delay in the execution or delivery of the object of the contract without justified reason;
d) ensejar o retardamento da execução ou da entrega do objeto da contratação sem motivo justificado;
- e) present false documentation or make a false statement during the execution of the contract;
e) apresentar documentação falsa ou prestar declaração falsa durante a execução do contrato;
- f) committing a fraudulent act in the performance of the contract;
f) praticar ato fraudulento na execução do contrato;
- g) behave in a disreputable manner or commit fraud of any kind; and
g) comportar-se de modo inidôneo ou cometer fraude de qualquer natureza;
- h) perform a harmful act provided for in art. Law n° 12.846, of August 1, 2013.
h) praticar ato lesivo previsto no art. 5º da Lei n° 12.846, de 1º de agosto de 2013.

12.2 The following sanctions will be applied to the contractor who incurs the infractions described above:

12.2 Serão aplicadas ao contratado que incorrer nas infrações acima descritas as seguintes sanções:



i) **Warning**, when the contractor causes the partial non-performance of the contract, whenever the imposition of a more serious penalty is not justified (art. 156, §2, of Law nº 14.133, of 2021);

i) Advertência, quando o contratado der causa à inexecução parcial do contrato, sempre que não se justificar a imposição de penalidade mais grave (art. 156, §2º, da Lei nº 14.133, de 2021);

ii) **Impediment to bid and contract**, when the conduct described in items "b", "c" and "d" of the sub-item above of this Contract is practiced, whenever the imposition of a more serious penalty is not justified (art. 156, § 4, of Law N° 14.133, of 2021);

ii) Impedimento de licitar e contratar, quando praticadas as condutas descritas nas alíneas "b", "c" e "d" do subitem acima deste Contrato, sempre que não se justificar a imposição de penalidade mais grave (art. 156, § 4º, da Lei nº 14.133, de 2021);

iii) **Declaration of inability to bid and contract**, when the conduct described in items "e", "f", "g" and "h" of the sub-item above of this Contract is practiced, as well as in items "b", "c" and "d", which justify the imposition of a more serious penalty (art. 156, §5, of Law N° 14.133, of 2021).

iii) Declaração de inidoneidade para licitar e contratar, quando praticadas as condutas descritas nas alíneas "e", "f", "g" e "h" do subitem acima deste Contrato, bem como nas alíneas "b", "c" e "d", que justifiquem a imposição de penalidade mais grave (art. 156, §5º, da Lei nº 14.133, de 2021).

iv) Multa:

iv) Penalty

(1) Moratorium of 0.1% (one tenth percent) per day of unjustified delay on the amount of the defaulted installment, up to the limit of 30 (thirty) days;

(1) Moratória de 0,1% (um décimo por cento) por dia de atraso injustificado sobre o valor da parcela inadimplida, até o limite de 30 (trinta) dias;

(2) Compensatory, for the infractions described in items "e" to "h" of sub-item 12.1, from 10% to 30% of the value of the Contract.

(2) Compensatória, para as infrações descritas nas alíneas "e" a "h" do subitem 12.1, de 10% a 30% do valor do Contrato.

(3) Compensatory, for the total non-performance of the contract provided for in item "c" of sub-item 12.1, from 10% to 30% of the value of the Contract.

(3) Para infração descrita na alínea "b" do subitem 12.1, a multa será de 10% a 30% do valor do Contrato.

(4) For infraction described in item "b" of sub-item 12.1, the fine will be 10% to 30% of the value of the Contract.

(4) Para infração descrita na alínea "b" do subitem 12.1, a multa será de 10% a 30% do valor do Contrato.

(5) For infractions described in item "d" of sub-item 12.1, the fine will be 10% to 30% of the value of the Contract.

(5) Para infrações descritas na alínea "d" do subitem 12.1, a multa será de 10% a 30% do valor do Contrato.

12.3 The application of the sanctions provided for in this Contract does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Contracting Party (art. 156, §9, of Law No. 14.133, of 2021).

12.3 A aplicação das sanções previstas neste Contrato não exclui, em hipótese alguma, a obrigação de reparação integral do dano causado ao Contratante (art. 156, §9º, da Lei nº 14.133, de 2021).

12.4 All the sanctions provided for in this Contract may be applied cumulatively with the fine (art. 156, §7, of Law No. 14.133, of 2021).

12.4 Todas as sanções previstas neste Contrato poderão ser aplicadas cumulativamente com a multa (art. 156, §7º, da Lei nº 14.133, de 2021).

12.5 Before the application of the fine, the defense of the interested party will be allowed within 15 (fifteen) business days, counted from the date of its summons (art. 157, of Law N° 14.133, of 2021).

12.5 Antes da aplicação da multa será facultada a defesa do interessado no prazo de 15 (quinze) dias úteis, contado da data de sua intimação (art. 157, da Lei nº 14.133, de 2021).

12.6 If the fine applied and the applicable indemnities are higher than the amount of the payment eventually due by the Contracting Party to the Contractor, in addition to the loss of this amount, the difference will be deducted from the guarantee provided or will be collected in court (art. 156, §8, of Law N° 14.133, of 2021).

12.6 Se a multa aplicada e as indenizações cabíveis forem superiores ao valor do pagamento eventualmente devido pelo Contratante ao Contratado, além da perda desse valor, a diferença será descontada da garantia prestada ou será cobrada judicialmente (art. 156, §8º, da Lei nº 14.133, de 2021).

12.7 Before the fine is sent to the courts, it can be paid administratively within a maximum of 30 (thirty) days from the date of receipt of the communication sent by the competent authority.

12.7 Previamente ao encaminhamento à cobrança judicial, a multa poderá ser recolhida administrativamente no prazo máximo de 30 (trinta) dias, a contar da data do recebimento da comunicação enviada pela autoridade competente.

12.8 The application of the sanctions will be carried out in an administrative proceeding that ensures the adversary and ample defense to the Contractor, observing the procedure provided for in the **caput** and paragraphs of art. 158 of Law N° 14.133, of 2021, for the penalties of impediment to bid and contract and declaration of unfitness to bid or contract.

12.8 A aplicação das sanções realizar-se-á em processo administrativo que assegure o contraditório e a ampla defesa ao Contratado, observando-se o procedimento previsto no caput e parágrafos do art. 158 da Lei nº 14.133, de 2021, para as penalidades de impedimento de licitar e contratar e de declaração de inidoneidade para licitar ou contratar.

12.9 In the application of sanctions, they will be considered (art. 156, §1, of Law N° 14.133, of 2021):

12.9 Na aplicação das sanções serão considerados (art. 156, §1º, da Lei nº 14.133, de 2021):

- a) the nature and seriousness of the violation;
 - a) a natureza e a gravidade da infração cometida;
- b) the peculiarities of the specific case;
 - b) as peculiaridades do caso concreto;
- c) aggravating or mitigating circumstances;
 - c) as circunstâncias agravantes ou atenuantes;
- d) the damages arising therefrom for the Contracting Party;
 - d) os danos que dela provierem para o Contratante;

e) the implementation or improvement of an integrity program, according to the rules and guidelines of the control bodies.

e) a implantação ou o aperfeiçoamento de programa de integridade, conforme normas e orientações dos órgãos de controle.

12.10 The acts provided for as administrative infractions in Law N° 14.133, of 2021, or in other laws of bids and contracts of the Public Administration that are also typified as harmful acts in Law N° 12.846, of 2013, will be determined and judged jointly, in the same records, observing the procedural rite and competent authority defined in said Law (art. 159).

12.10 Os atos previstos como infrações administrativas na Lei n° 14.133, de 2021, ou em outras leis de licitações e contratos da Administração Pública que também sejam tipificados como atos lesivos na Lei n° 12.846, de 2013, serão apurados e julgados conjuntamente, nos mesmos autos, observados o rito procedimental e autoridade competente definidos na referida Lei (art. 159).

12.11 The Contractor's legal personality may be disregarded whenever it is abused to facilitate, cover up or conceal the commission of unlawful acts provided for in this Contract or to cause confusion of assets, in which case all the effects of the sanctions applied to the legal entity will be extended to its administrators and partners with management powers, to the successor legal entity or to the company in the same field with a de facto or de jure relationship of affiliation or control with the Contractor, observing, in all cases, the adversarial process, a full defense and the obligation of prior legal analysis. (art. 160, of Law N° 14.133, of 2021).

12.11 A personalidade jurídica do Contratado poderá ser desconsiderada sempre que utilizada com abuso do direito para facilitar, encobrir ou dissimular a prática dos atos ilícitos previstos neste Contrato ou para provocar confusão patrimonial, e, nesse caso, todos os efeitos das sanções aplicadas à pessoa jurídica serão estendidos aos seus administradores e sócios com poderes de administração, à pessoa jurídica sucessora ou à empresa do mesmo ramo com relação de coligação ou controle, de fato ou de direito, com o Contratado, observados, em todos os casos, o contraditório, a ampla defesa e a obrigatoriedade de análise jurídica prévia (art. 160, da Lei n° 14.133, de 2021).

12.12 The Contracting Party shall, within a maximum period of 15 (fifteen) business days, counted from the date of application of the sanction, inform and keep updated the data related to the sanctions applied by it, for advertising purposes in the National Register of Disreputable and Suspended Companies (CEIS) and in the National Register of Punished Companies (CNEP), established within the scope of the Federal Executive Branch. (Art. 161, of Law N° 14.133, of 2021).

12.12 O Contratante deverá, no prazo máximo de 15 (quinze) dias úteis, contado da data de aplicação da sanção, informar e manter atualizados os dados relativos às sanções por ela aplicadas, para fins de publicidade no Cadastro Nacional de Empresas Inidôneas e Suspensas (CEIS) e no Cadastro Nacional de Empresas Punidas (CNEP), instituídos no âmbito do Poder Executivo Federal. (Art. 161, da Lei n° 14.133, de 2021).

12.13 The sanctions of impediment to bid and contract and declaration of unfitness to bid or contract are subject to rehabilitation in the form of art. 163 of Law n° 14.133/21.

12.13 As sanções de impedimento de licitar e contratar e declaração de inidoneidade para licitar ou contratar são passíveis de reabilitação na forma do art. 163 da Lei n° 14.133/21.

12.14 The debts of the contractor to the contracting Administration, resulting from an administrative fine and/or indemnities, not registered in active debt, may be offset, in

whole or in part, with the credits due by said agency arising from this same contract or from other administrative contracts that the contractor has with the same contracting agency, in the form of Normative Instruction SEGES/ME N° 26, of April 13, 2022.

12.14 Os débitos do contratado para com a Administração contratante, resultantes de multa administrativa e/ou indenizações, não inscritos em dívida ativa, poderão ser compensados, total ou parcialmente, com os créditos devidos pelo referido órgão decorrentes deste mesmo contrato ou de outros contratos administrativos que o contratado possua com o mesmo órgão ora contratante, na forma da Instrução Normativa SEGES/ME n° 26, de 13 de abril de 2022.

13. CLAUSE THIRTEEN - CONTRACTUAL TERMINATION

CLÁUSULA DÉCIMA TERCEIRA - EXTINÇÃO CONTRATUAL

13.1 The contract will be terminated when the obligations of both parties are fulfilled, even if this occurs before the deadline stipulated for this purpose.

13.1 O contrato será extinto quando cumpridas as obrigações de ambas as partes, ainda que isso ocorra antes do prazo estipulado para tanto.

13.2 If the contractual obligations are not fulfilled, the Contractor shall take all necessary measures to ensure their proper fulfillment.

13.2 Caso as obrigações contratuais não sejam cumpridas, o Contratado deverá adotar todas as medidas necessárias para garantir seu adequado cumprimento.

13.3 When the non-conclusion of the contract referred to in the previous item is due to the Contractor's fault:

13.3 Quando a não conclusão do contrato referida no item anterior decorrer de culpa do contratado:

a) it will be constituted in arrears, and the respective administrative sanctions will apply to it; and

a) ficará ele constituído em mora, sendo-lhe aplicáveis as respectivas sanções administrativas; e

b) the Administration may choose to terminate the contract and, in this case, will adopt the measures allowed by law for the continuity of the contractual execution.

b) poderá a Administração optar pela extinção do contrato e, nesse caso, adotar as medidas admitidas em lei para a continuidade da execução contratual.

13.4 The contract may be terminated before the obligations stipulated therein are fulfilled, or before the period set forth therein, for any of the reasons provided for in article 137 of Law N° 14.133/21, as well as amicably, ensuring adversary proceedings and ample defense.

13.4 O contrato poderá ser extinto antes de cumpridas as obrigações nele estipuladas, ou antes do prazo nele fixado, por algum dos motivos previstos no artigo 137 da Lei n° 14.133/21, bem como amigavelmente, assegurados o contraditório e a ampla defesa.

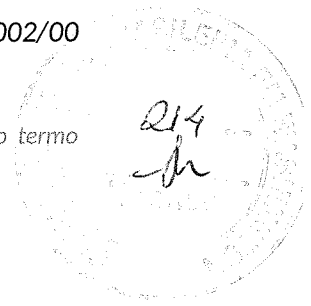
13.4.1 In this case, articles 138 and 139 of the same Law also apply.

13.4.1 Nesta hipótese, aplicam-se também os artigos 138 e 139 da mesma Lei.

13.4.2 The social change or modification of the purpose or structure of the company will not give rise to extinction if it does not restrict its ability to conclude the contract.

13.4.2 A alteração social ou a modificação da finalidade ou da estrutura da empresa não ensejará a extinção se não restringir sua capacidade de concluir o contrato.

13.4.3 If the operation involves a change in the contracted legal entity, an addendum must be formalized for the subjective change.



13.4.3 Se a operação implicar mudança da pessoa jurídica contratada, deverá ser formalizado termo aditivo para alteração subjetiva.

13.5 The extinction term, whenever possible, will be preceded by:

13.5 O termo de extinção, sempre que possível, será precedido:

13.5.1 Balance of contractual events already fulfilled or partially fulfilled;

13.5.1 Balanço dos eventos contratuais já cumpridos ou parcialmente cumpridos;

13.5.2. List of payments already made and still due;

13.5.2 Relação dos pagamentos já efetuados e ainda devidos;

13.5.3 Indemnities and Penalties.

13.5.3 Indenizações e multas.

13.6 The termination of the contract does not constitute an obstacle to the recognition of the economic-financial imbalance, in which case indemnity will be granted through an indemnity term (art. 131, caput, of Law N° 14.133, of 2021).

13.6 A extinção do contrato não configura óbice para o reconhecimento do desequilíbrio econômico-financeiro, hipótese em que será concedida indenização por meio de termo indenizatório (art. 131, caput, da Lei n° 14.133, de 2021).

13.7 The contract may be terminated if it is found that the contractor maintains a technical, commercial, economic, financial, labor or civil relationship with an officer of the contracting body or entity or with a public agent who has played a role in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree (art. 14, item IV, of Law N° 14.133, of 2021).

13.7 O contrato poderá ser extinto caso se constate que o contratado mantém vínculo de natureza técnica, comercial, econômica, financeira, trabalhista ou civil com dirigente do órgão ou entidade contratante ou com agente público que tenha desempenhado função na licitação ou atue na fiscalização ou na gestão do contrato, ou que deles seja cônjuge, companheiro ou parente em linha reta, colateral ou por afinidade, até o terceiro grau (art. 14, inciso IV, da Lei n° 14.133, de 2021).

14. CLAUSE FOURTEEN - BUDGET ALLOCATION

CLÁUSULA DÉCIMA QUARTA - DOTAÇÃO ORÇAMENTÁRIA

14.1 The expenses arising from this contracting shall be borne by specific appropriations included in the Federal Union's General Budget. This contracting shall be covered by the following budget allocation: Management/Unit: CHM; Funding Source: 01063000000; Work Program: 236855; Nature of Expenditure: 449040-05 and 339040-06; Internal Plan: L475DV3.Z2.KX.

14.1 As despesas decorrentes da presente contratação correrão à conta de dotações específicas consignadas no Orçamento Geral da União. A presente contratação será atendida pela seguinte dotação orçamentária: Gestão/Unidade: CHM; Fonte de Recursos: 01063000000; Programa de Trabalho: 236855; Natureza da Despesa: 449040-05 e 339040-06; Plano Interno: L475DV3.Z2.KX.

15. CLAUSE FIFTEEN - OMISSIONS

CLÁUSULA DÉCIMA QUINTA - CASOS OMISSOS

15.1 Omitted cases will be decided by the contracting party, according to the provisions contained in Law N° 14.133, of 2021, and other applicable federal rules and,

alternatively, according to the provisions contained in Law N° 8.078, of 1990 – Consumer Protection Code – and general rules and principles of contracts.

15.1 Os casos omissos serão decididos pelo contratante, segundo as disposições contidas na Lei n° 14.133, de 2021, e demais normas federais aplicáveis e, subsidiariamente, segundo as disposições contidas na Lei n° 8.078, de 1990 – Código de Defesa do Consumidor – e normas e princípios gerais dos contratos.

16. CLAUSE SIXTEEN – AMENDMENTS

CLÁUSULA DÉCIMA SEXTA – ALTERAÇÕES

16.1 Any contractual changes shall be governed by the discipline of arts. 124 et seq. of Law N° 14.133, of 2021.

16.1 Eventuais alterações contratuais reger-se-ão pela disciplina dos arts. 124 e seguintes da Lei n° 14.133, de 2021.

16.2 Accept, under the same contractual conditions, any necessary additions or deletions, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract.

16.2 O contratado é obrigado a aceitar, nas mesmas condições contratuais, os acréscimos ou supressões que se fizerem necessários, até o limite de 25% (vinte e cinco por cento) do valor inicial atualizado do contrato.

16.3 Contractual changes must be made by signing an addendum, submitted for prior approval by the contractor's legal counsel, except in cases of justified need to anticipate their effects, in which case the addendum must be formalized within a maximum of one (1) month. (art. 132 of Law N° 14.133, of 2021).

16.3 As alterações contratuais deverão ser promovidas mediante celebração de termo aditivo, submetido à prévia aprovação da consultoria jurídica do contratante, salvo nos casos de justificada necessidade de antecipação de seus efeitos, hipótese em que a formalização do aditivo deverá ocorrer no prazo máximo de 1 (um) mês (art. 132 da Lei n° 14.133, de 2021).

16.4 Registrations that do not characterize an amendment to the contract may be made by simple apostille, waiving the execution of an amendment, pursuant to art. 136 of Law N° 14.133, of 2021.

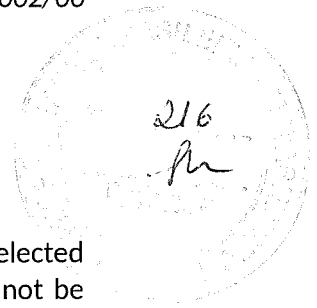
16.4 Registros que não caracterizam alteração do contrato podem ser realizados por simples apostila, dispensada a celebração de termo aditivo, na forma do art. 136 da Lei n° 14.133, de 2021.

17. CLAUSE SEVENTEEN – PUBLICATION

CLÁUSULA DÉCIMA SÉTIMA – PUBLICAÇÃO

17.1 The contracting party shall disclose this instrument on the National Public Procurement Portal (PNCP), as provided for in art. 94 of Law 14.133, of 2021, as well as on the respective official website, in compliance with art. 91, *caput*, of Law N° 14.133, of 2021, and to art. 8, §2, of Law n° 12.527, of 2011, c/c art. 7, §3, item V, of Decree N° 7.724, of 2012.

17.1 Incumbirá ao contratante divulgar o presente instrumento no Portal Nacional de Contratações Públicas (PNCP), na forma prevista no art. 94 da Lei 14.133, de 2021, bem como no respectivo sítio oficial na Internet, em atenção ao art. 91, *caput*, da Lei n.º 14.133, de 2021, e ao art. 8º, §2º, da Lei n. 12.527, de 2011, c/c art. 7º, §3º, inciso V, do Decreto n. 7.724, de 2012.



18. CLAUSE NINETEEN - JURISDICTION

CLÁUSULA DÉCIMA NONA - DO FORO

18.1 The Federal Court of Justice in Rio de Janeiro, Judicial Section of Niterói is elected to settle disputes arising from the execution of this Term of Contract that cannot be composed by conciliation, according to art. 92, §1, of Law n° 14.133/21.

18.1 Fica eleito o Foro da Justiça Federal no Rio de Janeiro, Seção Judiciária de Niterói para dirimir os litígios que decorrerem da execução deste Termo de Contrato que não puderem ser compostos pela conciliação, conforme art. 92, §1º, da Lei n° 14.133/21.

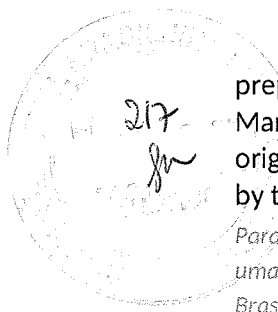
19. CLAUSE TWENTY - CONTRACTOR GENERAL TERMS AND CONDITIONS OF SALE

CLÁUSULA VIGÉSIMA - TERMOS E CONDIÇÕES GERAIS DE VENDA DO CONTRATADO

19.1 Teledyne General Terms and Conditions, Annex 1, shall apply to the fullest extent permitted by Brazilian law and to extent that its provisions do not conflict with the conditions established by this Contract.

19.1 Os Termos e Condições Gerais da Teledyne, constantes do Anexo 1, serão aplicáveis na máxima extensão permitida pela legislação brasileira e naquilo em que suas disposições não conflitem com as condições estabelecidas neste Contrato.

To ensure the validity and effectiveness of the agreement, this Contract Term was




prepared in three identical copies: one original for the Centro de Hidrografia da Marinha, one original for the Brazilian Naval Commission in Washington, and one original for the Contractor. After being read and found to be in order, it will be signed by the contracting parties and two witnesses.

Para firmeza e validade do pactuado, o presente Termo de Contrato foi lavrado em três vias de igual teor, uma via original para o Centro de Hidrografia da Marinha, uma via original para Comissão Naval Brasileira em Washington e uma via original para o Contratado, que depois de lido e achado em ordem, vai assinado pelos contratantes e por duas testemunhas.

Washington DC, October 29th, 2025.

Documento assinado digitalmente
gov.br HUGO MARTORELL RODRIGUES GARCIA
Data: 29/10/2025 17:03:42-0300
Verifique em <https://validar.it.gov.br>


Gregoire Outters
2025.10.30
16:20:40 Z

HUGO MARTORELL RODRIGUES GARCIA
Captain
President of Brazilian Navy Commission
CONTRACTING PARTY 'S Representative
Representante da CONTRATANTE

GREGOIRE PIERRE GEORGES OUTTERS
Passport N° 133649371
Vice President or General Manager
CONTRACTOR'S Representative
Representante da CONTRATADA

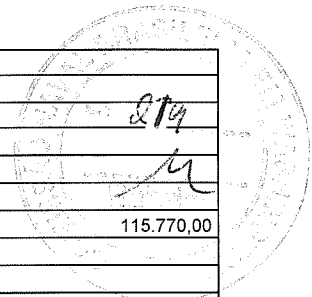
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gov.br WILLIAM MONTEIRO DA SILVA GOIS
Data: 29/10/2025 15:53:55-0300
Verifique em <http://validar.it.gov.br>

Juan
Carballini
Denes
Digitally signed by
Juan Carballini
Denes
Date: 2025.10.30
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WILLIAM MONTEIRO DA SILVA GOIS
Commander
Head of Procurement Department –
Brazilian Navy Commission
CONTRACTING PARTY 'S witness
Testemunha da CONTRATANTE

CONTRACTOR'S witness
Testemunha da CONTRATADA

MARINHA DO BRASIL
 COMISSÃO NAVAL BRASILEIRA EM WASHINGTON
 SOLICITAÇÃO DE EMPENHO



SOLEMP	30-63/2025						
MSG	R222258Z/SET/2025 de NAVUSA						
SE	SE PV51212-2025-00004						
OC	NÃO						
CLASSIFICAÇÃO DA AQUISIÇÃO	NÃO	TCI	NÃO				
ALTCRED	L475.2025.AC.00372						
CONTRATO	51213/2025-002/00	SALDO DO CONTRATO ANTES SOLEMP		\$	115.770,00		
VIGÊNCIA CONTRATO	30OUT2025 a 30OUT2026						
NOTA DE CRÉDITO	NC81803						
ESFERA	1						
PTRES	236855	PRESTAÇÃO DE AUXÍLIOS A NAVEGAÇÃO					
FONTE DE RECURSO	1063000000						
NATDESP	449040	SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNICAÇÃO - PJ					
UGR	751213						
AI	L475DV3Z2KX	ATIVIDADES DE HIDROGRAFIA E NAVEGAÇÃO					
VALOR (USD)	115.770,00						
TIPO DE EMPENHO	ORDINÁRIO						
CODEMP	LOEH5						
NOME EMPRESA	TELEDYNE GEOSPATIAL						
NUP SIGDEM	63150.002677/2025-45						
MODALIDADE LICITAÇÃO	Inexigibilidade						
FUNDAMENTO LICITAÇÃO	Aquisição CFM Art. 1º, § 2º e Art. 74, inciso I, da Lei 14.133/21, c/c art.29, inciso I do Anexo I da Portaria nº 5.175/2021/GM-MD						
PROCESSO LICITAÇÃO	TJIL nº 02/2025 do Centro de Hidrografia da Marinha - NUP: 63998.001851/2025-71						
RESUMO FINALIDADE	Aquisição de 06 (seis) licenças do software HPD Source Editor						
CENTRO DE CUSTOS	030203						
OUTRAS OBSERVAÇÕES							
TEXTO DO EMPENHO	AQUISIÇÃO DE 06 (SEIS) LICENÇAS DO SOFTWARE HPD SOURCE EDITOR . MSG R222258Z/SET/2025 DE NAVUSA; SE SE PV51212-2025-00004.CONTRATO 51213/2025-002/00. CODEMP LOEH5. FUNDAMENTO LICITAÇÃO: AQUISIÇÃO CFM ART. 1º, § 2º E ART. 74, INCISO I, DA LEI 14.133/21, C/C ART.29, INCISO I DO ANEXO I DA PORTARIA Nº 5.175/2021/GM-MD. PROCESSO LICITAÇÃO: TJIL Nº 02/2025 DO CENTRO DE HIDROGRAFIA DA MARINHA - NUP: 63998.001851/2025-71.						
NATDESP DETALHADA	44904005	AQUISIÇÃO DE SOFTWARE PRONTO					
SEQ ITEM	DESCRIÇÃO ITEM			UND	QTDE	VALOR	VALOR TOTAL
1	Licença do software HPD Source Editor (1W-CMW181)			Un	6	\$ 19.295,00	\$ 115.770,00

HUGO MARTORELL RODRIGUES
 GARCIA
 Capitão de Mar e Guerra (IM)
 Ordenador de Despesas
 ASSINADO DIGITALMENTE

LEONARDO CAMPOS GOULART
 Capitão de Fragata (IM)
 Agente Fiscal
 ASSINADO DIGITALMENTE

WILLIAM MONTEIRO DA SILVA GOIS
 Capitão de Fragata (FN)
 Oficial Solicitante
 ASSINADO DIGITALMENTE

Cabeçalho

Nº da Solicitação L475.2025.AC.00372	Dt. de Criação 04/11/2025	Tipo Alteração Alteração de Dados
ID do Usuário 86.1735.02	Setor de Criação 51213 - CHM	ALTCRED de Origem --
Tipo Tramitação Normal	UG Cliente --	Origem Suplementação --
NC --	UG de Destaque --	PI Extra-MB --
Destino Destaque --	UO Favorecida --	
SOMAR		
Tipo de Documento PV	Número do Documento PV51212-2025-00004	CASE --

Observação do Solicitante

Trata-se de ALTCRED para CNBW no valor de USD 115.770,00, fim pagamento de seis (6) licenças para o software HPD Source Editor (1W-CMW181). SE PV51212-2025-00004.

Célula de Débito (CDD)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Debitar
R\$	236855	52931	1	1063000000	44904000	L.475.DV.3.Z.2.KX	51213 - CHM	51212 - BHMN	683.043,00

Células de Crédito (CDC)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Creditar
US\$	236855	52931	1	1063000000	44904000	L.475.DV.3.Z.2.KX	51213 - CHM	70200 - CNBW	115.770,00
Valor Total a Creditar									115.770,00

Histórico Trâmite

Setor	Resultado da Análise	Tramitado por	Data	Dias em Análise	Observação
OM		ALEXANDER	04/11/2025	-	--
DGOM 20	Aguardando Processamento	BRANDÃO	06/11/2025	2	--
DGOM 20	Processada		06/11/2025	4	--
Total de dias em Análise					6

Moeda:

US\$ - Dolar Americano

PTRES:

236855

Esfera:

1 - Orçamento Fiscal

UO:

52931 - FUNDO NAVAL

FR:

1063000000 - REDE DE BALIZAM.MARITIMO, FLUV.E LACUSTRE

ND:

44904000 - SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNICAÇÃO – PJ

UGR:

51213 - CENTRO DE HIDROGRAFIA DA MARINHA

UGE:

70200 - COMISSAO NAVAL BRASILEIRA EM WASHINGTON

Plano Interno:

L.475.DV.3.Z.2.KX - Atividades de Hidrografia e Navegação

PIPAC:

Valor a Creditar:

NC:

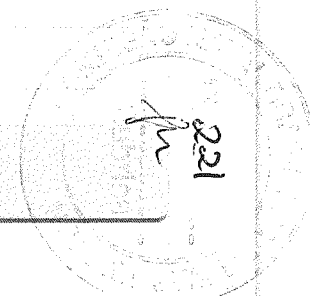
115.770,00

81803

AI de MPM

Alteração de Cronograma:

EVO:



1111

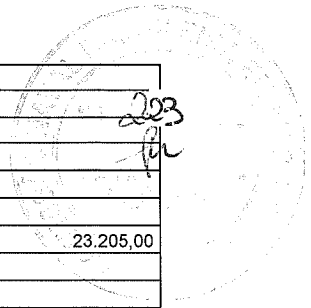
C

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MARINHA DO BRASIL
COMISSÃO NAVAL BRASILEIRA EM WASHINGTON
SOLICITAÇÃO DE EMPENHO



SOLEMP	30-65/2025					
MSG	R222258Z/SET/2025 de NAVUSA					
SE	SE PV51212-2025-00004					
OC	NÃO					
CLASSIFICAÇÃO DA AQUISIÇÃO	NÃO	TCI	NÃO			
ALTCRED	L475.2025.AC.00373					
CONTRATO	51213/2025-002/00	SALDO DO CONTRATO ANTES SOLEMP		\$	23.205,00	
VIGÊNCIA CONTRATO	30OUT2025 a 30OUT2026					
NOTA DE CRÉDITO	NC 80069					
ESFERA	1					
PTRES	236855	PRESTAÇÃO DE AUXÍLIOS A NAVEGAÇÃO				
FONTE DE RECURSO	1063000000					
NATDESP	339040	SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNICAÇÃO - PJ				
UGR	751213					
AI	L475DV322KX	ATIVIDADES DE HIDROGRAFIA E NAVEGAÇÃO				
VALOR (USD)	23.205,00					
TIPO DE EMPENHO	ORDINÁRIO					
CODEMP	LOEH5					
NOME EMPRESA	TELEDYNE GEOSPATIAL					
NUP SIGDEM	63150.002700/2025-00					
MODALIDADE LICITAÇÃO	Inexigibilidade					
FUNDAMENTO LICITAÇÃO	Aquisição CFM Art. 1º, § 2º e Art. 74, inciso I, da Lei 14.133/21, c/c art.29, inciso I do Anexo I da Portaria nº 5.175/2021/GM-MD					
PROCESSO LICITAÇÃO	TJIL nº 02/2025 do Centro de Hidrografia da Marinha - NUP: 63998.001851/2025-71					
RESUMO FINALIDADE	Aquisição de 06 (seis) licenças do software HPD Source Editor					
CENTRO DE CUSTOS	030203					
OUTRAS OBSERVAÇÕES						
TEXTO DO EMPENHO	AQUISIÇÃO DE 06 (SEIS) LICENÇAS DO SOFTWARE HPD SOURCE EDITOR . MSG R222258Z/SET/2025 DE NAVUSA; SE SE PV51212-2025-00004.CONTRATO 51213/2025-002/00. CODEMP LOEH5. FUNDAMENTO LICITAÇÃO: AQUISIÇÃO CFM ART. 1º, § 2º E ART. 74, INCISO I, DA LEI 14.133/21, C/C ART.29, INCISO I DO ANEXO I DA PORTARIA Nº 5.175/2021/GM-MD. PROCESSO LICITAÇÃO: TJIL Nº 02/2025 DO CENTRO DE HIDROGRAFIA DA MARINHA - NUP: 63998.001851/2025-71.					
NATDESP DETALHADA	33904006	LOCALIZAÇÃO DE SOFTWARE				
SEQ ITEM	DESCRIÇÃO ITEM	UND	QTDE	VALOR	VALOR TOTAL	
1	Registra o valor das despesas com remuneração de serviços de aluguel de softwares	Un	6	\$ 3.867,50	\$ 23.205,00	

HUGO MARTORELL RODRIGUES
GARCIA
Capitão de Mar e Guerra (IM)
Ordenador de Despesas
ASSINADO DIGITALMENTE

LEONARDO CAMPOS GOULART
Capitão de Fragata (IM)
Agente Fiscal
ASSINADO DIGITALMENTE

WILLIAM MONTEIRO DA SILVA GOIS
Capitão de Fragata (FN)
Oficial Solicitante
ASSINADO DIGITALMENTE

224
lh

Cabeçalho

Nº da Solicitação L475.2025.AC.00373	Dt. de Criação 04/11/2025	Tipo Alteração Alteração de Dados
ID do Usuário 86.1735.02	Sector de Criação 51213 - CHM	ALTCRED de Origem --
Tipo Tramitação Normal	UG Cliente --	Origem Suplementação --
NC --	UG de Destaque --	PI Extra-MB --
Destino Destaque --	UO Favorecida --	
SOMAR		
Tipo de Documento PV	Número do Documento PV51212-2025-00004	CASE --

Observação do Solicitante

Trata-se de ALTCRED para CNBW no valor de USD 23,205.00, fim pagamento de renovação seis (6) licenças para o software HPD Source Editor Subscription (1W-CMW181-S). SE PV51212-2025-00004.

Célula de Débito (CDD)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Debitar
R\$	236855	52931	1	1063000000	33904000	L.475.DV.3.Z.2.KX	51213 - CHM	51212 - BHMN	136.909,50

Células de Crédito (CDC)

Moeda	PTRES	UO	Esfera	FR	ND	Plano Interno	UGR	UGE	Valor a Creditar
US\$	236855	52931	1	1063000000	33904000	L.475.DV.3.Z.2.KX	51213 - CHM	70200 - CNBW	23.205,00
Valor Total a Creditar									23.205,00

Histórico Trâmite

Setor	Resultado da Análise	Tramitado por	Data	Dias em Análise	Observação
OM		ALEXANDER	04/11/2025	-	--
DGOM 20	Aguardando Processamento	BRANDÃO	04/11/2025	-	--
DGOM 20	Processada		04/11/2025	6	--
Total de dias em Análise					6



Moeda:

US\$ - Dolar Americano

PTRES:

236855

Esfera:

1 - Orçamento Fiscal

UO:

52931 - FUNDO NAVAL

FR:

1063000000 - REDE DE BALIZAM.MARITIMO, FLUV.E LACUSTRE

ND:

33904000 - SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNICAÇÃO - PJ

UGR:

51213 - CENTRO DE HIDROGRAFIA DA MARINHA

UGE:

70200 - COMISSAO NAVAL BRASILEIRA EM WASHINGTON

Plano Interno:

L.475.DV.3.Z.2.KX - Atividades de Hidrografia e Navegação

PIPAC:

Valor a Creditar:

NC:

23.205,00

80069

AI de MPM



Data e hora da consulta: 17/11/2025 18:23
Usuário: ***.010.545**
Impressão Completa

Nota de Empenho

UG Emitente		
Código	Nome	Moeda
770200	COMISSAO NAVAL BRASILEIRA EM WASHINGTON	DOLAR NORTE AMERICANO - (USD)
CNPJ	Endereço	00020-016
00.394.502/0150-95	BRAZILIAN NAVAL COMMISSION -5130 MACARTHUR BLVD, N.W. -	
Município	UF	Telefone
BRASILIA	DF	202 244-3950

Ano	Tipo	Número
2025	NE	211173

Célula Orçamentária					
Esfera	PTRES	Fonte de Recurso	Natureza da Despesa	UGR	Plano Interno
1	236855	1063000000	449040	751213	L475DV3Z2KX

Data de Emissão	Tipo	Processo	Taxa de Câmbio	Valor
12/11/2025	Ordinário	63150.002677/2025-45	5,3609	115.770,00

Favorecido		
Código	Nome	CEP
EX9390745	TELEDYNE GEOSPATIAL	00000-000
Endereço	UF	Telefone
115 WAGGONERS LN	FREDERICTON NB	+1 506 458 8533
Município		

Amparo Legal					
Código	Modalidade de Licitação				
167	INEXIGIBILIDADE				
Ato Normativo	Artigo	Parágrafo	Inciso	Alínea	
Lei 14.133/2021	74	-	I	-	

Descrição
AQUISICAO DE 06 (SEIS) LICENCAS DO SOFTWARE HPD SOURCE EDITOR. MSG R222258Z/SET/2025 DE NAVUSA. SE PV51212-2025-00004.CONTRATO 51213/2025-002/00. CODEMP LOEH5. FUNDAMENTO LICITACAO: AQUISICAO CFM ART. 1º, § 2º E ART. 74, INCISO I, DA LEI 14.133/21, C/C ART.29, INCISO I DO ANEXO I DA PORTARIA Nº 5.175/2021/GM-MD. PROCESSO LICITACAO: TJIL Nº 02/2025 DO CENTRO DE HIDROGRAFIA DA MARINHA - NUP: 63998.001851/2025-71.

Local da Entrega
-

Informação Complementar
SOLEMP Nº 30-63/2025 - 2025NC081803

Sistema de Origem
SIAFI-STN

Versão	Data/Hora	Operação
002	13/11/2025 12:41:02	Alteração



Sistema Integrado
de Administração Financeira
do Governo Federal



Data e hora da consulta: 17/11/2025 18:23

Usuário: ***.010.545-**

Impressão Completa

Nota de Empenho

Lista de Itens

Natureza de Despesa	Total da Lista
449040 - SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNI	115.770,00

Subelemento 05 - AQUISICAO DE SOFTWARE PRONTO

Seq.	Descrição	Valor do Item
001	Licença do software HPD Source Editor (1W-CMW181)	115.770,00

Data	Operação	Quantidade	Valor Unitário	Valor Total
12/11/2025	Inclusão	6,00000	19.295,0000	115.770,00

Assinaturas

Ordenador de Despesa

HUGO MARTORELL RODRIGUES GARCIA

***.277.417-**

13/11/2025 12:41:02

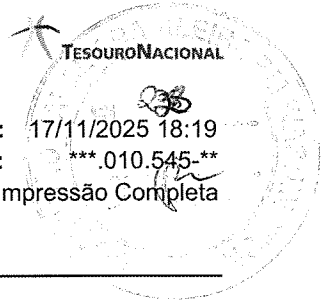
Gestor Financeiro

CIBELE MARQUES DE LIMA

***.902.171-**

12/11/2025 19:02:08

Versão	Data/Hora	Operação
002	13/11/2025 12:41:02	Alteração



Data e hora da consulta: 17/11/2025 18:19
 Usuário: ***.010.545-**
 Impressão Completa

Nota de Empenho

UG Emitente

Código	Nome	Moeda
770200	COMISSAO NAVAL BRASILEIRA EM WASHINGTON	DOLAR NORTE AMERICANO - (USD)
CNPJ	Endereço	CEP
00.394.502/0150-95	BRAZILIAN NAVAL COMMISSION -5130 MACARTHUR BLVD, N.W. -	00020-016
Município	UF	Telefone
BRASILIA	DF	202 244-3950

Ano	Tipo	Número
2025	NE	211179

Célula Orçamentária

Esfera	PTRES	Fonte de Recurso	Natureza da Despesa	UGR	Plano Interno
1	236855	1063000000	339040	751213	L475DV3Z2KX

Data de Emissão	Tipo	Processo	Taxa de Câmbio	Valor
13/11/2025	Ordinário	63150.002700/2025-00	5,4300	23.205,00

Favorecido

Código	Nome	CEP
EX9390745	TELEDYNE GEOSPATIAL	00000-000
Endereço	UF	Telefone
115 WAGGONERS LN	FREDERICKION NB	+1 506 458 8533
Município		

Amparo Legal

Código	Modalidade de Licitação			
167	INEXIGIBILIDADE			
Ato Normativo	Artigo	Parágrafo	Inciso	Alínea
Lei 14.133/2021	74	-		-

Descrição

AQUISICAO DE 06 (SEIS) LICENCAS DO SOFTWARE HPD SOURCE EDITOR. MSG R222258Z/SET/2025 DE NAVUSA. SE PV51212-2025-00004.CONTRATO 51213/2025-002/00. CODEMP LOEH5. FUNDAMENTO LICITACAO: AQUISICAO CFM ART. 1º, § 2º E ART. 74, INCISO I, DA LEI 14.133/21, C/C ART.29, INCISO I DO ANEXO I DA PORTARIA Nº 5.175/2021/GM-MD. PROCESSO LICITACAO: TJIL Nº 02/2025 DO CENTRO DE HIDROGRAFIA DA MARINHA - NUP: 63998.001851/2025-71.

Local da Entrega

-

Informação Complementar

SOLEMP Nº 30-65/2025 / 2025NC080069

Sistema de Origem

SIAFI-STN

Versão	Data/Hora	Operação
002	14/11/2025 12:57:29	Alteração



Data e hora da consulta: 17/11/2025 18:19

Usuário: ***.010.545-**

Impressão Completa

Nota de Empenho

Lista de Itens

Natureza de Despesa	Total da Lista
339040 - SERVIÇOS DE TECNOLOGIA DA INFORMAÇÃO E COMUNI	23.205,00

Subelemento 06 - LOCACAO DE SOFTWARES

Seq.	Descrição	Valor do Item
001	Aquisicao de licenca por assinatura do software HPD Source Editor Subscription (1W-CMW181-S)	23.205,00

Data	Operação	Quantidade	Valor Unitário	Valor Total
13/11/2025	Inclusão	6,00000	3.867,5000	23.205,00

Assinaturas

Ordenador de Despesa

HUGO MARTORELL RODRIGUES GARCIA

***.277.417-**

14/11/2025 12:57:29

Gestor Financeiro

CIBELE MARQUES DE LIMA

***.902.171-**

13/11/2025 20:20:40

Versão	Data/Hora	Operação
002	14/11/2025 12:57:29	Alteração

Invoice



Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc.
115 Waggoners Lane, Fredericton, New Brunswick, E3B 2L4, Canada

Bill-To-Party 2022158

Brazilian Naval Commission
5130 MacArthur Blvd. N.W.
WASHINGTON DC 20016-3344
USA

Document Information

Invoice No. 90217507
Invoice Date 31-Oct-2025
Customer Order No. 51213/2025-002/00
Customer Order Date 31-Oct-2025
Our Order No. 93544
Payer 2027606
Payment Terms 30 days from date of invoice
Due Date 30-Nov-2025
Incoterms FCA
Origin
Currency USD

Ship-To-Party 2027606

Base de Hidrografia da Marinha em
Niteroi
Rua Barão de Jaceguai, s/n, Ponta da Armação
Rio de Janeiro
NITEROI - RJ
24048-900
BRAZIL

Contact Information

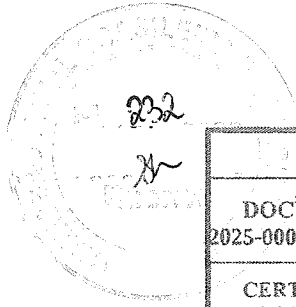
Sales Contact Renni Thomas
Sales Contact Email Renni.Thomas02@Teledyne.com
Customer Services Jeannette Van Rensburg
Customer Services Email jeannette.van.rensburg@teledyne.com

Please see additional information at end of form

Page 1 of 2

Item #	Material/Description	Quantity	Unit Price	Amount USD
- All License purchase before Dec 2025.				
10	1W-CMW181 HPD Source Editor Commodity Code\Harmonized Tariff Classification: 8523.49.00.12 Country of origin: CA Export Classification: Not listed	6 EA	19,295.00	115,770.00
20	1W-CMW181-S HPD Source Editor Subscription Commodity Code\Harmonized Tariff Classification: 8523.49.00.12 Country of origin: CA Export Classification: Not listed	6 EA	3,867.50	23,205.00
Net Amount				138,975.00
Total Tax at 0.000 %				0.00
Total Amount				138,975.00
Gross Weight: 0.000				
<small>USD - JPMorgan Chase, N.A., Toronto Branch 65 Wellington St W, Toronto, ON, M5K 1E7 CA. SWIFT# CHASCATTCTS Account# 4011741570 Clearing Code 027000012 Remit to: tdi_credlit@teledyne.com Tel#: 519-886-6000 Please instruct the bank: DO NOT CONVERT FUNDS UNDER ANY CIRCUMSTANCES</small>				

Teledyne DALSA, A Business Unit of Teledyne Digital Imaging, Inc.
605 McMurray Road, Waterloo, Ontario Canada N2V 2E9 www.teledynedalsa.com
GST 892136599 RT0001 GST 1088460321



CERTIFICADO DE PRESTAÇÃO DE SERVIÇOS			
DOCUMENTO DE ORIGEM Nº NUP 63998.001851/2025-71 - SE PV51212-2025-00004			
CERTIFICO QUE O(S) SERVIÇO(S) A QUE SE REFERE O PRESENTE DOCUMENTO DE DESPESA FOI EFETIVAMENTE PRESTADO E ATENDE AS ESPECIFICAÇÕES DO DOCUMENTO DE ORIGEM.			
DATA 10/11/2025	SERVIDOR RESPONSÁVEL - DT (CA) Jose Celso Correia Gonçalves Junior 217669338-82		
CÓDIGO OM	DOC Nº	LICITAÇÃO	
51213	Invoice nº 90217507	TIPO	Nº
DATA	AGENTE FINANCEIRO/GESTOR		
AGENTE FISCAL			

LOCAL E APLICAÇÃO DO SERVIÇO
CHM-30
JUSTIFICATIVA DA NECESSIDADE
A presente contratação tem por objeto a aquisição de novas licenças do CARIS HPD Source Editor que permitirá ao CHM aprimorar seus processos de produção cartográfica, assegurando maior eficiência, precisão e conformidade com as normas internacionais. Isso é especialmente relevante diante da crescente demanda por produtos cartográficos atualizados e da necessidade de integração com outros sistemas e plataformas utilizados na hidrografia moderna.

MARINHA DO BRASIL
Comissão Naval Brasileira em Washington

A presente fatura foi certificada e/ou
foi autorizado o pagamento acordo

R\$ 1120487,10/10/11/2025 de CEMTIO
CNBW, em 20 de novembro de 2025

GUILHERME REZK BASILIO
Capitão-Tenente
CPF: 113.785.267-40

WILLIAM MONTEIRO DA SILVA GOMES
Capitão de Fragata (FN)
Chefe do Departamento de Obtenção

Invoice



Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc.
115 Waggoners Lane, Fredericton, New Brunswick, E3B 2L4, Canada

Bill-To-Party 2022158

Brazilian Naval Commission
5130 MacArthur Blvd. N.W.
WASHINGTON DC 20016-3344
USA

Document Information

Invoice No. 90217507
Invoice Date 31-Oct-2025
Customer Order No. 51213/2025-002/00
Customer Order Date 31-Oct-2025
Our Order No. 93544
Payer 2027606
Payment Terms 30 days from date of invoice
Due Date 30-Nov-2025
Incoterms FCA
Origin Origin
Currency USD

Ship-To-Party 2027606

Base de Hidrografia da Marinha em
Niteroi
Rua Barão de Jaceguai, s/n, Ponta da Armação
Rio de Janeiro
NITEROI - RJ
24048-900
BRAZIL

Contact Information

Sales Contact Renni Thomas
Sales Contact Email Renni.Thomas02@Teledyne.com
Customer Services Jeannette Van Rensburg
Customer Services Email jeannette.van_rensburg@teledyne.com

Item #	Material/Description	Quantity	Unit Price	Amount USD
<p>Shipped From and Sold By - Teledyne Geospatial, a business unit of Teledyne Digital Imaging, Inc. 115 Waggoners Lane FREDERICTON NB E3B 2L4 CANADA</p> <p>Items and/or services procured and identified on this Purchase/Sales Order are subject to the requirements of the Canadian Export Control Regulations. When exporting the Goods back to Canada it is the responsibility of the shipper to comply with all applicable U.S. export regulations. Dissemination and Distribution of the Product may require an export license or other Export Authorization to export items or services back to Canada or other places.</p> <p>Seller's acceptance of this Order is expressly conditioned upon the Buyer's assent to Seller's General Terms and Conditions of Sale as stated in Seller's Offer and found at https://www.teledynecaris.com/en/company/terms-and-conditions/ Seller is proceeding with the performance of Buyer's Order strictly on this basis.</p>				
<p>USD - JPMorgan Chase, N.A., Toronto Branch 66 Wellington St W, Toronto, ON, M5K 1E7 CA. SWIFT# CHASCATTCTS Account# 4011741570 Clearing Code 027000012 Remit to: tdi_credit@teledyne.com Tel #: 519-888-6000 Please instruct the bank: DO NOT CONVERT FUNDS UNDER ANY CIRCUMSTANCES</p>				

COMISSÃO NAVAL BRASILEIRA EM WASHINGTON

SOLICITAÇÃO DE LIQUIDAÇÃO E PAGAMENTO DE DESPESA

PAGAR ATÉ: 04/ DEZ/ 2025

234

FAVORECIDO: TELEDYNE GEOSPATIAL
CODEMP: LOEH5

Nº DA INVOICE /DOC. DESPESA: 90217507

OMD: 51212

CENTRO DE CUSTO: 03.02.04

VERIFICAÇÕES

- | | | |
|--|-----------|---------|
| 1. INVOICE LEGÍVEL? | (x) SIM | () NÃO |
| 2. CERTIFICADO DE RECEBIMENTO DE BENS OU DE PREST. DE SERVIÇO FOI COLADO, PREENCHIDO E ASSINADO? | (x) SIM | () NÃO |
| 3. CERTIFICADOR DA FATURA É SERVIDOR DESIGNADO (se aplicável)? | (x) SIM | () NÃO |
| 4. FAVORECIDO DA FATURA É O MESMO DA NOTA DE EMPENHO? | (x) SIM | () NÃO |
| 5. A EXECUÇÃO DO OBJETO ESTÁ NO PRAZO DE VIGÊNCIA DO CONTRATO? | (x) SIM | () NÃO |
| 6. A DESCRIÇÃO DO OBJETO DA FATURA PERMITE ASSOCIAÇÃO AO OBJETO DO EMPENHO? | (x) SIM | () NÃO |
| 7. FATURA SENDO ENCAMINHADA COM AO MENOS 5 DIAS ÚTEIS PARA PAGAMENTO? | (x) SIM | () NÃO |
| 8. DADOS BANCÁRIOS DO CREDOR CONSTAM NA FATURA OU EM OUTRO DOCUMENTO ANEXO? | (x) SIM | () NÃO |
| 9. CENTRO DE CUSTO FOI INFORMADO? | (x) SIM | () NÃO |
| 10. NO CASO DE FATURA ATRELADA A UMA SE, FOI INFORMADA A OMD? | (x) SIM | () NÃO |

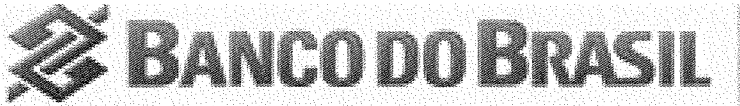
JUSTIFICATIVAS

ANEXOS

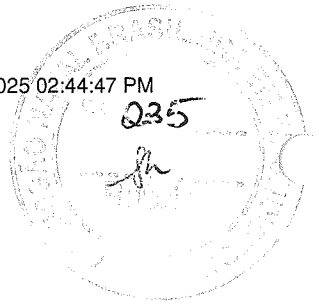
INVOICE/Doc. Despesa Certificado	(X) SIM	
Cópia da Nota de Empenho	(X) SIM	2025NE211173 e 2025NE211179
Portaria do Fiscal do Contrato	() SIM	(X) NÃO SE APLICA
Termo de Recebimento Definitivo	() SIM	(x) NÃO SE APLICA
MSG de Certificação da OMD	(x) SIM	() NÃO SE APLICA

WILLIAM MONTEIRO DA SILVA GOIS
Capitão de Fragata (FN)
Chefe do Departamento de Obtenção

SOLICITANTE / CONFERENTE



12/03/2025 02:44:47 PM



Today's date:

00000205
BRAZILIAN NAVAL COMMISSION
30 MACARTHUR BLVD NW
WASHINGTON DC
SA

Beneficiary:
CHASCATTCTS / 4011741570
ELEDYNE GEOSPATIAL
5 WAGGONERS LANE
REDERICTON NB E3B 2L4
A

Transaction Details:
I25NS002382 2025NS002383
V 90217507
R 211 370

Beneficiary Bank:	CHASCATTCTS - JPMORGAN CHASE BANK, N.A.
Transfer Status:	Liquidated
Value Date:	11/26/2025
Confirmation Code:	NYKFTMU253300090
Transfer Amount:	138,975.00 USD
Transfer Fees:	0.00 USD
Transfer Tax:	0.00 USD
Total:	138,975.00 USD
Exchange Rate:	1 USD = USD 1.0000
Other fees:	0.00 USD
Other taxes:	0.00 USD
Total to Recipient:	138,975.00 USD



COMISSÃO NAVAL BRASILEIRA EM WASHINGTON

5130 MacArthur Boulevard, NW
Washington, D.C., 20016
Tel.: (202)244-3950 Fax: (202) 363-5138

TERMO DE ENCERRAMENTO DE VOLUME

Em ____ de dezembro de 2025 procedeu-se o encerramento do volume do volume do TJIL 002/2025 do Centro de Hidrografia da Marinha, NUP: 63998.001851/2025-71 contendo 235 folhas.

Washington, DC, 09 de dezembro de 2025.

Assinatura manuscrita em tinta preta de William Monteiro da Silva Gois, apresentando uma caligrafia cursiva e fluida.

WILLIAM MONTEIRO DA SILVA GOIS
Capitão de Fragata (FN)
Chefe do Departamento de Obtenção

