pipefy

PIPEFY SOLUTION TERMS OF USE

These Pipefy Solution Terms of Use (the "Terms" or "Agreement"), together with other Terms and/or Policies incorporated by reference, constitute a legal agreement governing the use of the Pipefy Solution owned by **Pipefy, Inc.**, a foreign company duly incorporated under the laws of the State of Delaware, with a mailing address in the City of San Francisco, California, at 548 Market Street, PMB 96462, United States of America ("Pipefy"). The Client accepts and agrees to the conditions of these Terms by (i) clicking a box indicating acceptance, (ii) executing a Purchase Order that references these Terms, or (iii) using the Pipefy Solution, even if on a free or trial basis.

<u>BY ACCEPTING THESE TERMS, THE CLIENT DECLARES TO HAVE FULL POWERS TO CONTRACT AND TO BIND THE LEGAL ENTITY OR ENTITY THEY REPRESENT, OBLIGATING IT TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE OR DO NOT HAVE THE AUTHORITY TO BIND THE COMPANY OR ENTITY, DO NOT ACCEPT THESE TERMS AND DO NOT ACCESS/USE THE PIPEFY SOLUTION OR ITS WEBSITES.</u>

1. PIPEFY SOLUTION

1.1. The Pipefy Platform (also referred to as the "Pipefy Solution") is a cloud-based tool that allows the registered Legal Entity ("Client") to automate and manage different types of processes through the use of existing templates or the configuration of the Solution, which may be performed by the User themselves or through the contracting of additional services governed by specific terms. These Terms govern the access and use of the Pipefy Solution by the User and their authorized representatives.

1.2. Subject to the Client's compliance with these Terms and the payment of the Fees prescribed herein, Pipefy grants the Client a non-exclusive, non-transferable subscription license ("License"), which gives the Client the right to access and use the Pipefy Solution according to the term set forth in the Virtual Account (defined below) or in a Purchase Order. The Client acknowledges and agrees that any improvements or updates to the Pipefy Solution that may be made available to the Client during the Contract Term will be part of the Pipefy Solution and will be subject to the conditions of these Terms and/or specific terms.

1.3. The Client may use the Pipefy Solution through the acquisition of a License for each authorized user ("User"), according to the different plans available on the Pipefy pricing page, available at https://www.pipefy.com/en/pricing/, by creating an account for the use and access to the functionalities of the Pipefy Solution ("Virtual Account"), registering on the Pipefy Site or formalizing a Purchase Order, whichever occurs first. The right to access the Pipefy Solution will remain valid during the Subscription Term.

1.3.1. Plan-Specific Functionalities. Pipefy reserves the right to offer different or specific functionalities for each plan. The essential functionalities of each plan will be those described on the pricing page current at the time of contracting or renewal of the service by the Client. Additional functionalities not listed on the pricing page may be modified, added, or removed at Pipefy's discretion.

1.3.2. Usage Limits and Additional Charges. Use of the Pipefy Solution will be subject, depending on the chosen plan, to limits established for quantities of: processes, users, cards, guests, interfaces, database records, storage, automation tasks, API calls, customizable integrations, connections between processes, among others provided in the link above. In the

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event of exceeding these limits, the Client will be subject to charges for overage, additional packages, and/or migration to a higher plan, as regulated by the other conditions of these Terms.

1.3.2.1. Prevalence of Quantitative Limits. The commercial nomenclature assigned to plans (e.g., "Starter", "Business", "Enterprise", "Unlimited" or similar) is for identification purposes only and does not imply, under any pretext, the granting of unlimited resources or the absence of technical restrictions. The scope of the license of use is strictly limited to the quantities, volumes, seats, and metrics specified in the Purchase Order and in Pipefy's Technical Documentation, which shall prevail over any commercial designation.

1.3.2.2. Bonus Resources. Any resources, volumes, or functionalities granted to the Client as a bonus, courtesy, or with a 100% (one hundred percent) discount in the Purchase Order will be, for all legal purposes, integrated into the contracted usage allowance. Said resources are subject to the same rules for monitoring, usage accounting, and billing for overage provided in this Contract. If the bonus volume is exceeded, the overusage rates current or agreed upon in the purchase document will automatically apply.

1.3.3. Additional Packages. Subject to availability, the Client may purchase, through the signing of a Purchase Order, additional packages to expand the limits of the Pipefy Solution Plan and also certain Add-Ons, if purchased. To obtain detailed information about the values and conditions of the packages, the Client should contact their Account Manager or the Pipefy Support area. The allowance for such packages will not be cumulative, renewing monthly according to the term and billing cycle of the contract.

1.4. Administrator User ("Admin") and Account Administrator ("Super Admin"). The Client holds exclusive responsibility for identifying each added User and may, when necessary, transfer or modify such identifications and usage permissions. The Virtual Account must be managed by at least one User with privileges, designated as "Admin" and "Super Admin", as per the authorization granted by the Client.

1.4.1. Admin. Holds, among others, the ability to add new Licenses and Functionalities under conditions equivalent to existing ones, in addition to creating, monitoring, or modifying permissions of other Users, managing access, controlling, removing, or altering all or part of the Client's data.

1.4.2. Super Admin. Possesses all Admin privileges, plus the exclusive ability to create custom roles, manage service accounts, and also edit functions and permissions of the Client's users within the panel in the Virtual Account.

1.4.3. Upon creating a User identification, the Client will be responsible for: a) maintaining the security and confidentiality of their Users' passwords and access, such passwords being non-transferable and not to be shared; b) any and all actions performed using their Users' accounts, especially the Admin and Super Admin; c) ensuring that all Users are over 18 (eighteen) years old and are duly instructed to use the Pipefy Solution; and, d) immediately notifying Pipefy if they become aware of any unauthorized use or access to their Virtual Account and/or any violation of these Terms.

1.5. Optional Services and Resources. The Client may choose to purchase Additional Services and Resources, such as:
(i) Professional Services, subject to the Professional Services Terms available at https://www.pipefy.com/terms-and-conditions-professional-services/;
(ii) Individual Instance for hosting their data, subject to the conditions of Annex IV if contracted; and/or
(iii) Add-ons to their plan limits, users, or additional functionalities to the standards of the Pipefy Solution (the "Add-Ons"), such as the use of artificial intelligence functionality ("Pipefy AI"), subject to the additional conditions available in Annex V, or the use of Digital Signature functionality ("PipeSign"), subject to the additional conditions available in Annex VI.

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1.5.1. Furthermore, Pipefy may offer, at no additional cost for eligible Plans, consulting services to assist the Client in optimizing the use of the Pipefy Solution. For this purpose, it may use non-confidential information from the Client's account in an anonymized form, with the objective of improving the Pipefy Solution, identifying usage trends, and sharing aggregated insights with the Client.

1.5.2. Custom Integrations. Custom integrations developed upon request or that use specific API endpoints for particular Client workflows are not part of the standard functionalities of any plan. The feasibility, volume of permitted executions, and maintenance conditions, including regarding corrections, updates, and compatibility with platform evolutions, of such integrations must be expressly described in the Purchase Order. In the absence of a specific provision in the Purchase Order, any custom integration will be considered out of scope and subject to additional billing or immediate technical limitation.

1.6. Minimum Allowance and Overage. In all cases, the initial quantity of Licenses, Services, Add-Ons, and Functionalities contracted, as specified in the Virtual Account and/or in the Purchase Order, must be kept constant during the agreed term ("Minimum Allowance"), being the base for the charge regardless of actual use. Pipefy is authorized to charge for any overage beyond the contracted Licenses, Services, Add-Ons, and Functionalities and adjust it to the new level used and for future charges, independent of approval, upon prior communication with at least 30 days before the start of the billing. Continued use of the overage will be considered as acceptance of the new financial conditions.

1.6.1. Accounting for Automations. Charging for automation tasks will be carried out monthly based on automation triggers, regardless of the execution of the action. That is, every time a trigger is fired, even if the action is not executed due to conditionals, the trigger will be accounted for. Detailed information about automation accounting is available in the Help Center. The Client agrees that use of the Pipefy Solution implies acceptance of these accounting conditions and usage limits.

1.6.2. Accounting for API Calls. API Calls will be accounted for monthly based on the number of requests made by the Client to external APIs or the Pipefy UI. Each HTTP request, including but not limited to create, read, update, and delete data operations, will be considered an API call. Accounting includes successful calls, in whole or in part, as well as conditionals applied in calls that directly influence processing and API response. Detailed information on API call accounting is available in the Manual. The Client agrees that use of the Pipefy Solution implies acceptance of these accounting conditions and usage limits.

1.6.3. Sizing and Consumption Monitoring. It is the Client's exclusive responsibility to evaluate and size the volume of technical resources necessary for their operation (such as API calls, automation executions, connectors, and others), ensuring that the limits contracted in the Purchase Order are compatible with their real demand. The Client recognizes that Pipefy's internal measurement and monitoring systems are the only valid records for purposes of accounting for use and calculating overage, prevailing over any estimates, simulations, or verbal or written projections not expressly formalized as guaranteed limits in the Purchase Order.

2. RESPONSIBILITIES OF THE PARTIES

2.1.   Responsibilities   of   Pipefy.   Pipefy   commits   to:
(a) make the Pipefy Solution available to the Client, uninterruptedly, 24 hours a day and 7 days a week, in accordance with these Terms and the respective Purchase Order, where applicable;
(b) provide support for the Pipefy Solution according to the plan contracted by the Client and under the terms provided in Annex III - Pipefy Support Plans; and
(c) undertake commercially reasonable efforts to ensure 99.90% availability of the Pipefy Solution, in accordance with the provisions regulated in Annex II.

2.2. Responsibilities of the Client. For its part, the Client commits to:
a) be responsible for the correct use of the Pipefy Solution and faithful compliance with these Terms, by itself and by its Users. Committing not to decompile, reverse engineer, or disassemble the Pipefy Solution, or any technology encompassed therein ("Pipefy Technology"). Furthermore, they will not attempt, in any way, to extract the source code of the Pipefy Technology or make undue use of Pipefy's Intellectual Property, whether registered or not;
b) be responsible for the accuracy, quality, and legality of the information, data, files, texts, images, personal information, or any other content, whether their own or from third parties ("Client Data") provided to Pipefy for registration and billing purposes, and/or inserted into the Pipefy Solution for use; as well as for the form of acquisition of such Data, it being forbidden to use the Pipefy Solution to process slanderous, illegal, and/or illicit content, as well as content that violates the privacy rights or intellectual property of third parties;
c) undertake reasonable efforts to maintain the confidentiality of their access credentials, prevent direct or indirect unauthorized access or use of the Pipefy Solution, and notify Pipefy immediately of any unauthorized access or use;
d) use the Pipefy Solution in accordance with these Terms, applicable laws, and regulations, abstaining from financing, supporting, sponsoring, or in any other way using the Pipefy Solution for the practice of any illicit acts, including but not limited to, storing or transmitting Malicious Code, performing social engineering practices (phishing, baiting, etc.), sending unsolicited bulk electronic communications ("spam"), or disseminating content that may damage Pipefy's reputation or that of third parties. The Client must limit the use of the Solution to the sending of transactional electronic communications strictly related to the process managed in the Pipefy Solution;
e) comply with the service terms of Non-Pipefy Applications with which they use and access the Pipefy Solution together;
f) not sell, resell, license, sublicense, distribute, rent, lease, or offer, in whole or in part, on their own or through third parties, the Pipefy Solution; as well as not copy, reproduce, modify, create, or develop derivatives of any part of the Pipefy Solution, its resources, functions, online user guides, documentation, help and training materials periodically provided by Pipefy ("Documentation") and/or User interface; and
g) not interfere with or interrupt the integrity or performance of any tool, or data from third parties contained therein.

3. BILLING AND PAYMENT

3.1. Values. Except for free plans or trials, the Client will pay for all values specified in the Purchase Order and/or Virtual Account, relative to the Pipefy Solution, Professional Services, Add-ons, and others, as the case may be, regardless of actual use, for the contracted period, which may be monthly, annual, or multi-year, as also specified in the Purchase Order and/or Virtual Account. Values are non-cancelable and non-refundable, and the Client must maintain the Minimum Allowance purchased during the Subscription Term. For all purposes, the volume accounted for in the Virtual Account will be considered for the calculation of overage in the contracted allowances.

3.1.1. The use of functionalities, automations, or API calls beyond the limits established in the contracted plan will be automatically billed upon prior notification from Pipefy. The notification will be sent 30 days in advance, detailing the overage and additional costs. Continued use will be considered acceptance of the new values.

3.2. Taxes and Fees. The values specified in the Purchase Order and/or Virtual Account are net and will be processed in US dollars ("Solution Fees"). Any types of credit card fees, bank or exchange fees, taxes, duties, charges, contributions, filings, obligations, taxes and/or governmental charges of any nature are not included in the Solution Fees, and, when applicable, such fees must be collected and paid exclusively by the Client in addition to the Solution Fees, regardless of the jurisdiction in which the Client resides. Therefore, such taxes/fees will be considered as additions to the values of the signatures due by the Client.

3.3. Payment. Pipefy will issue Invoice(s), through its own means or via third parties contracted for payment processing, to be paid according to the method and payment term selected by the Client at the time of contracting. In the event the payment method is a credit card, the Client hereby expressly authorizes Pipefy to carry out charges on the respective credit card regarding payments due for the initial contracting, renewals, additional Users, and/or overage, as applicable. Charges may be made in advance, annually, or according to the periodicity indicated in the Purchase Order and/or applicable Virtual Account.

3.3.1. If a purchase order number is required for an invoice to be paid, the Client must provide this purchase order number to Pipefy by sending it via email to billing@pipefy.com, within 72 hours of receiving the Purchase Order or the invoice issued by Pipefy, whichever occurs first.

3.3.2. The Client may, at any time, revoke the authorization for recurring credit card charges, in which case they must opt for another payment method made available by Pipefy, subject to the penalty of suspension or cancellation of services after prior notification.

3.4. Delay in payment. If any value billed by Pipefy is not received by the due date, Pipefy, without prejudice to other measures that may be applicable, may (a) apply late interest of 1% per month and a 2% penalty on the value of the installment in arrears; and/or (b) condition future renewals and Purchase Orders to shorter payment terms and conditions, upon prior communication to the Client; and/or (c) review any discounts and bonuses granted ("Special Condition" for the current contract period); and/or (d) collect administratively or judicially, through its own means or via third parties, at the Client's expense, who commits to bear all reasonable expenses related to the collection of the value in arrears, including court costs and attorney's fees, when applicable.

3.4.1. Suspension. In the event of any overdue charge from the Client, with 15 days for credit card payments, and 30 days or more for other payment methods, Pipefy, in addition to its other rights, may consider future obligations as early matured, making them immediately due, and suspend the Services until full settlement of these values. Except for Clients with payment refused by credit card or direct debit, Pipefy will notify the Client with at least 5 days' notice of the default before suspending access to the Pipefy Solution.

3.4.2. Suspension of the Pipefy Solution does not exempt the Client from the obligation to pay the values due, including the suspension period, should the Pipefy Solution be subsequently reactivated.

3.5. Payment via Partners. The Client, if eligible, may make payments due to Pipefy through previously qualified commercial Partners, provided it meets the eligibility conditions defined by Pipefy. Payment via such Partners may be subject to the application of processing fees, which may result in an increase in the originally planned values. Furthermore, all values presented in the Purchase Order and/or in Commercial Proposals will be net of taxes. Thus, the Client will be fully responsible for the collection of any incident taxes on the operation, including but not limited to, direct and indirect taxes, fees, contributions, and applicable charges, according to the current legislation.

4. DATA PROTECTION

4.1. Pipefy will maintain administrative, physical, and technical safeguards adequate for the protection of the security, confidentiality, and integrity of the Client Data processed by the Pipefy Solution. Such safeguards include, but are not limited to, measures intended to prevent unauthorized access or disclosure of Client Data (except when authorized by the Client or its Users to third parties) inserted into the Pipefy Solution, as regulated in these Terms, its Annex I — Data Protection ("DPA") and in the Pipefy Privacy Policy, available at https://www.pipefy.com/privacy-policy/, which are integral and indispensable parts of these Terms.

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5. CONFIDENTIALITY

5.1. Unless otherwise provided in these Terms, each Party agrees that all information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, given the nature of the information and the circumstances of disclosure, including but not limited to Client Data; Pipefy Solution information, Services or Content, as well as these Terms and all Purchase Orders (including prices), business and marketing plans, technical and technological information, plans and designs of products and business processes disclosed by such party, are considered "Confidential Information".

5.2. Except as expressly authorized in this document, the Receiving Party (i) will keep Confidential Information secret and will not disclose it to third parties and (ii) will not use Confidential Information for any purpose other than to fulfill its obligations and exercise its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives who have a legitimate need to know, provided they are bound by confidentiality obligations no less protective than those of the Receiving Party under this Section 5 and that the Receiving Party remains responsible for compliance by them with these terms.

5.3. Confidentiality obligations will not apply to information that the Receiving Party can document: (i) was legitimately in its possession or was of its knowledge prior to receiving the Confidential Information; (ii) is or became public knowledge through no fault of the Receiving Party; (iii) is legitimately obtained by the Receiving Party from a third party without violation of any confidentiality obligation; or (iv) is developed independently by employees of the Receiving Party who did not have access to such information. The Receiving Party may also disclose Confidential Information if required to do so by a regulation, law, or court order (but only to the minimum extent necessary to comply with such regulation, law, or order and with prior notice to the Disclosing Party).

6. LICENSES AND PROPERTY RIGHTS

6.1. Intellectual Property. The Client acknowledges and agrees that:

6.1.1. The Pipefy Solution and any related content are licensed and not sold to the Client by Pipefy, and the Client does not possess, under or in connection with these Terms, any interest of ownership in the Pipefy Solution or in any related Intellectual Property Rights. For purposes of these Terms, "Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for, or hereafter existing under or related to any patent, copyrights, trademark, trade secret, database protection, or other intellectual property laws and all similar or equivalent rights or forms of protection, in any part of the world.

6.1.2. Pipefy is the sole and exclusive owner of all rights, titles, and interests in the Pipefy Solution, Add-ons, and other Services and functionalities, including all Intellectual Property Rights related thereto, subject only to the limited license granted to the Client under these Terms.

6.1.3. The Client acknowledges and agrees that Pipefy is and will remain the sole owner of all its rights, titles, and interests in the Pipefy Solution (including any rights in derivative works or improvements to the patent related to any of them), whether maintained or acquired by force of law, contract, assignment, or any other way. Pipefy holds all Intellectual Property Rights related to the Pipefy Solution, including but not limited to any suggestions, ideas, improvement requests, feedback, recommendations, or other information provided by the Client or any other person related to the Pipefy Solution, which are considered voluntary contributions to Pipefy. The Client commits not to copy, distribute, reproduce, or use any element of the Pipefy Solution or of the Intellectual Property Rights of Pipefy.

6.2. No Implied Rights. Except for the limited rights and licenses expressly granted in these Terms, nothing herein grants, by implication, waiver, estoppel, or otherwise, to the Client or any third party, any Intellectual Property Rights or other right, title, or interest in the Pipefy Solution, or any other services, software, or content provided under these Terms.

6.3. Client Cooperation and Infringement Notice. During the Contract Term, the Client will take commercially   reasonable   measures   to:
a) protect the Pipefy Solution (including all copies thereof) against infringement, misappropriation, theft, undue use, or unauthorized access;
b) at Pipefy's expense, take all measures that Pipefy may reasonably require to help Pipefy maintain the validity, enforceability, and ownership of Pipefy's Intellectual Property Rights in the Pipefy   Solution;
c) immediately notify Pipefy in writing if the Client becomes aware of: (i) any actual or suspected infringement, misappropriation, or other violation of Pipefy's Intellectual Property Rights in the Pipefy Solution; or (ii) any claim that the Pipefy Solution, including any production, use, marketing, sale, or other disposition, in whole or in part, infringes, misappropriates, or violates the Intellectual Property Rights or other rights of any other person; and
d) fully cooperate and assist Pipefy in all reasonable ways in the conduct of any action by Pipefy to prevent or mitigate any actual or threatened infringement, misappropriation, or violation of Pipefy's rights and attempt to resolve any actions related to the Pipefy Solution.

6.4. Reservation of Rights. Pipefy reserves all rights, title, and interest, including intellectual property rights, relating to the Pipefy Solution, Services, and/or Content, as well as any updates, upgrades, extensions, components, and derivative products, even if such cases originated from comments or feedback from the Client, without any payment of royalties and/or obligations from Pipefy to the Client. Pipefy reserves the right to seek injunctive relief in any court of any jurisdiction in order to prevent violations of its Intellectual Property.

6.5. Commercial References. Pipefy may use the Client's name and logo exclusively for commercial reference purposes on its website or restricted marketing materials, being prohibited from diverse uses without the Client's consent. The Client may revoke this right at any time, under the terms of item 15.6. (Notices).

7. NON-PIPEFY APPLICATIONS AND INTEGRATIONS

7.1. The Client may opt to purchase products or services from third parties in connection with the Pipefy Solution, including but not limited to any type of third-party software application with integrated use ("Non-Pipefy Applications" or "Apps"). Any purchase by the Client of such products or services, and any exchange of Data with the Non-Pipefy Applications will occur under the exclusive responsibility of the Client and the applicable third party. Pipefy does not guarantee nor offer support for Non-Pipefy Applications, products, or services, whether they are designated as "certified" or otherwise, even if they were collected jointly with a Pipefy Solution. Pipefy is not responsible for any disclosure, modification, or exclusion of Client Data resulting from access by such Non-Pipefy Application or its provider, and the Client is subject to the Terms and Conditions and Privacy Policy of the applicable third party.

8. WARRANTIES OF THE PIPEFY SOLUTION

8.1. Limited Warranties. Pipefy warrants that: (a) during the Subscription Term, the Pipefy Solution will function, in its material aspects, in accordance with the applicable Documentation; and (b) any Professional Services provided to the Client will be executed in a professional and competent manner.

8.2. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN CLAUSE 8.1, the Pipefy Solution, any Professional Services, Functionalities, and/or Add-Ons are provided "AS IS" and "AS AVAILABLE". Pipefy disclaims all other warranties, whether express, implied, legal, or of any other nature, including without limitation any warranties of

merchantability or fitness for a specific purpose. Pipefy does not warrant that the Pipefy Solution or Services will be free from flaws or errors, nor that all flaws will be corrected.

8.3. The Client agrees that their License and acquisition of the Pipefy Solution are not conditioned upon any expectation related to:
a) access to the Pipefy Solution beyond the contracted term;
b) delivery of any new functionalities that are additional to those existing in the Pipefy Solution; or
c) any public, oral, or written comment made by Pipefy regarding possible functionality or characteristics to be developed.

8.4. Beta Solutions. From time to time, Pipefy may invite the Client to experiment, free of charge, with new services and/or products made available and designated as beta, limited edition, pilot, or another denomination "Beta Solutions", which may or may not be available to other Clients and/or included in the standard Pipefy Solution. The Client may accept or refuse, at its sole discretion, to participate in such tests. Beta Solutions may be incomplete and subject to additional terms. Pipefy may discontinue Beta Solutions at any time, at its sole discretion, or turn a Beta Solution into an effective product subject to differentiated commercial conditions after the end of the testing period. Pipefy will have no responsibility for any damage or loss arising from or with a Beta Solution.

8.5. Discontinuation for Security. Pipefy may immediately discontinue any functionality, essential or otherwise, should it identify serious risks to security, including but not limited to vulnerabilities that compromise the integrity, confidentiality, or availability of Client data or the Pipefy Solution, imminent cyber threats or those in progress, undue use of the functionality by third parties, conflicts with regulatory or legal requirements, or critical failures that could result in data breaches. In these situations, Pipefy will notify the Client as quickly as possible, providing, whenever feasible, general information about the identified risk without compromising the security of the Solution, and will adopt measures to solve the problem and restore the functionality when possible. The Client recognizes that such actions, when justified by security, do not characterize breach of contract, and Pipefy may restrict technical details about vulnerabilities to protect the integrity of the Solution and its users.

9. TERM AND CANCELLATION

9.1. Subscription Term and Renewal. Unless otherwise provided in the applicable Purchase Order, at the end of each Subscription Term, this Agreement will be automatically renewed for successive periods of equal duration. The quantity of Licenses, Services, and Optional Resources for the renewal period will be based on the volume initially contracted or on the current volume at the end of the period in progress, whichever is greater.

9.1.2. Notification for Non-Renewal or Downgrade. Automatic renewal will not occur if the Client notifies Pipefy of their intention not to renew the Agreement or to perform a Downgrade, observing the following minimum notice periods:
(a) for Monthly Subscription Terms: notice must be sent at least 30 (thirty) days in advance.
(b) for Annual or multi-year Subscription Terms: notice must be sent at least 60 (sixty) days in advance.

9.1.3. Notification Procedure. The notification must be performed exclusively by filling out the form available at: https://app.pipefy.com/public/form/XqTumhKO. In the absence of notification sent within the period and form stipulated, the Agreement will be automatically renewed according to the conditions provided in this clause.

9.1.4. Unless expressly stated otherwise, should the Client have received a special commercial condition, they recognize that in the renewal, the current list values will be applicable, and Pipefy will not be bound to any eventual discounts or bonuses granted in the previous contract period.

9.2. Adjustment. Pipefy, annually, will adjust the values due by the Client in order to reflect variations arising from inflation, investments in development and evolution of its products, as well as other costs inherent to the maintenance and operation of its software activities. The percentage of adjustment will be limited to up to 7% (seven percent) per year and must be communicated to the Client in writing (including by electronic means) at least 30 (thirty) days in advance. The adjustment will take effect on the date of renewal of the contracted signature or, in the case of contracts with a term superior to 12 (twelve) months, on the respective contract anniversary.

9.3. Changes in the Price Table. In the exercise of its self-management and in attention to free initiative and competition, Pipefy may, upon prior communication of at least 30 (thirty) days, review its table of Plans and Prices available at www.pipefy.com/en/pricing/. Eventual changes will only take effect on the date of renewal of the Agreement. Changes in price are considered accepted if the Client continues to use the Pipefy Solution under the new terms and conditions.

9.3.1. Changes of Plans and SKUs. Pipefy may, upon notification, discontinue specific plans or SKUs from its portfolio. In such cases, the continuity of Services after the end of the current Subscription Period will be conditioned on the Client's migration to the plans and values current in the Pipefy Price Table at the time of renewal. Renewal of the Agreement does not guarantee the maintenance of commercial conditions of discontinued plans or promotional cycles from previous cycles. The notification provided in this clause may occur individually, in the context of contract renewal negotiations.

9.4. Changes in Functionalities: Any significant changes in the functionalities of the Pipefy Solution will be communicated and implemented in accordance with the process described in section 9 of these Terms.

9.5. Termination for Cause: The Parties may terminate a contract early, by operation of law, exclusively in the following hypotheses:
a) in the event of a proven material violation of the obligations established in these Terms, not cured within 10 (ten) business days after written notification by the Innocent Party to the Defaulting Party, or another period mutually agreed upon for remediation;
b) if one of the Parties ceases its commercial operations or enters into a bankruptcy process, or any other proceeding relative to insolvency, such as judicial liquidation; and
c) in the event of a criminal conviction handed down by a competent Court against one of the Parties;
d) by virtue of an act of God or force majeure that lasts for more than 30 (thirty) consecutive days, making the continuation of the execution of the contract impossible.

9.5.1. If the Client terminates this Agreement or a Purchase Order in accordance with this clause 9.5, Pipefy will refund any pre-paid and unused fees relative to the rescinded part of the Agreement or the applicable Purchase Order.

9.6. Effects of Termination. In any case of expiration or termination of these Terms, the Parties must interrupt and eliminate the use of all Confidential Information, confirming the exclusion as requested by the other Party. Access by the Client to its Data in the Pipefy Solution will be terminated immediately after the termination and purged as regulated in Annex I. The Client must ensure to export its Data during the Subscription Term.

9.7. Survival. Sections titled "Billing and Payment — Section 3", "Indemnification — Section 13", "Non-Pipefy Applications and Integrations — Section 7", "Licenses and Intellectual Property Rights — Section 6", "Confidentiality — Section 5", "Limitation of Liability — Section 12", and "General Provisions — Section 15" will survive any termination or expiration of these Terms.

10. LIMITATION OF LIABILITY

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10.1. IN NO EVENT WILL THE PARTIES AND THEIR SUPPLIERS BE LIABLE FOR any consequential, incidental, special, indirect, and/or exemplary damages arising from or in any way related to the use and/or inability to use the Pipefy Solution, products, services, and information, the provision and/or failure to provide support services, including but not limited to, lost profits, loss of information or others, business interruption, personal injury, failure to fulfill any duty, or any other claim for financial loss, or of any other nature. These limitations will apply despite any failure of the essential purpose of any limited remedy. THE RESPONSIBILITY OF THE PARTIES AND THEIR SUPPLIERS, IN ALL CASES, INCLUDING REGARDING DIRECT OR GENERAL DAMAGES, WILL BE LIMITED TO THE MAXIMUM PERMITTED BY LAW, OR THE VALUE EFFECTIVELY PAID BY THE CLIENT IN THE LAST 12 (TWELVE) MONTHS PRIOR TO THE CLAIM, whichever is lower. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CONTRACTED PRICES REFLECT THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY REGULATED HEREIN.

10.2. The cases of damages arising from willful misconduct, gross negligence, proven serious negligence, intentional misconduct, intellectual property violations by any of the Parties, and the payment obligations regulated in Section 3 are excepted from such limitation. Pipefy will not be held responsible for interruptions or failures resulting from causes beyond its reasonable control or for force majeure events.

11. INDEMNIFICATION

11.1. Subject to the provisions of Section 11, the Parties agree to indemnify the Innocent Party and its Affiliates, administrators, directors, employees, agents, and representatives from any demands, damages, responsibilities, losses, expenses, or reasonable costs ("Losses") arising from third-party claims of proven responsibility of the Defaulting Party. Pipefy will indemnify the Client for allegations that deal with infringements, in the Pipefy Solution, of the intellectual property rights of Third Parties, provided that the use of the Solution is in accordance with these Terms and excepting cases of modification of the Pipefy Solution by the Client, the use of the Pipefy Solution in conjunction with Non-Pipefy Applications, or furthermore, infringements related to Client Data and/or external events that lead to indemnification obligations by the Client. For its part, the Client will indemnify Pipefy for any violations of these Terms or applicable legislation, infringement of Client Data in relation to the rights of third parties, as well as in allegations related exclusively to the operations of the Client and its final users, without connection with the Pipefy Solution.

11.2. In all cases, for the indemnification obligations under this Section to apply, the Innocent Party seeking indemnification must: (i) immediately present a written notice regarding the claim for which it seeks indemnification, (ii) allow the Defaulting Party to have control of the defense and/or negotiations for the resolution of the claim, provided that the Defaulting Party does not carry out any monetary obligation agreement or admission of responsibility without the prior and express consent of the Innocent Party, and (iii) reasonably assist in the defense or resolution at the request of the Defaulting Party, and at the latter's expense.

12. PURCHASES THROUGH A RESELLER (APPLICABLE CASE)

12.1. This Section applies only in the event the Client acquires the Pipefy Solution and/or Additional Services directly from a certified Reseller Partner and duly authorized by Pipefy ("Reseller").

12.2. In the event of a conflict between these Terms and the contract established between the Client and the Reseller, including any purchase order ("Reseller Agreement"), these Terms will prevail. Any rights granted to the Client and/or any other User in the Reseller Agreement that are not covered by these Terms apply exclusively in relation to the Reseller, it being the Client's responsibility to seek reparation, exercise, or fulfillment of these rights solely and exclusively against the Reseller.

12.2.1. The Reseller is not authorized to modify these Terms, make any promises, and/or commitments on behalf of Pipefy. Pipefy will not be bound by any obligations to the Client beyond those established in these Terms.

12.3. Access by the Client and its Users to the Pipefy Solution is subject to the transfer by the Reseller of the Values applicable to Pipefy. Pipefy reserves the right to suspend or terminate the rights of use of the Pipefy Solution should it not receive the corresponding payment from the Reseller.

12.3.1. In the case of refunds, Pipefy will refund any applicable fees to the Reseller, who, in turn, will be solely responsible for refunding eventual values to the Client.

12.3.2. The value passed on by the Reseller to Pipefy for the use of the Pipefy Solution will be considered the value actually paid by the Client for purposes of calculating the limitation of liability.

12.3.3. Pipefy reserves the right to, upon prior notice of 30 (thirty) days, collect the Values directly from the Client.

12.3.4. The details of the Purchase Order (plan, quantity of users, term of contract, among others) will be, as indicated in the Purchase Order, carried out by the Reseller together with Pipefy, in the name of the Client, and the Reseller will be exclusively responsible for the accuracy of any Purchase Order communicated to Pipefy, as well as for the collection of incident taxes.

12.4. Reseller as Admin. The Client will be exclusively responsible for determining if the Reseller may act as an Admin User and for any rights or obligations related thereto, as stipulated in its contract with the Reseller. Furthermore, the Client will be totally responsible for any access by the Reseller to its account and to its users, as well as to its Data.

13. GENERAL PROVISIONS

13.1. Entire Agreement. These Terms, with its annexes and its Purchase Order, are considered the integrity of the dealings between the Client and Pipefy and substitute all agreements, proposals, terms or declarations, written or oral, and previous ones regarding their subject.

13.2. Interpretation and Order of Precedence. In case of any conflict or inconsistency between the following documents, the order of precedence will be: (1) the applicable Purchase Order, (2) these Terms and its Annexes, and (3) other documents referenced in these Terms.

13.3. Amicable settlement of conflicts. The Parties agree to seek in a prior way the extrajudicial resolution of any controversy, doubt, or original dispute of these Terms, including regarding its interpretation or execution. The Party that feels prejudiced must immediately notify the other Party, undertaking the best efforts for a joint resolution.

13.4. Jurisdiction and Applicable Law. If the Client is domiciled outside of Brazil, these Terms will be governed and interpreted according to the legislation of the State of California, USA. Should the attempt at consensus not achieve success in the extrajudicial resolution of conflicts, under the terms of clause 13.3, the Parties elect irrevocably and unconditionally as the exclusive jurisdiction the Courts of San Francisco, California, USA, and, in the event the Client is domiciled in Brazil, the Central Court of the Judicial District of Curitiba–PR, Brazil will be elected for the resolution of any conflicts, doubts of interpretation or demands arising from, or related to these Terms, waiving any other jurisdiction, however privileged it may be.

13.5. Force Majeure. Neither party will be responsible for any failure or delay in the performance of its obligations due to events beyond a party's reasonable control, including but not limited to cyber attacks on the Pipefy Solution or technical failures or interruptions that significantly affect the infrastructure or systems used for the provision of the Pipefy Solution, interruption or failure

of any other essential service, natural disasters, strikes, riots, fires, acts of God, war, terrorism, and governmental acts.

13.6. Notices. Unless otherwise provided in these Terms, all notices, permissions, and approvals must occur in writing and will be considered delivered on the first business day after the sending of the email to the electronic address registered by the Client as the Admin of the Virtual Account. Communications related to billing will be sent to the Client via the billing contact designated in the registry. All notifications and/or communications to Pipefy, whether provided in these Terms or not, must occur to the electronic addresses: (i) Financial matters: finance@pipefy.com (ii) Privacy and Information Security Issues and Reports: dpo@pipefy.com (iii) Legal matters: legal@pipefy.com

13.6.1. Pipefy may notify the Client of general information about the use of the Pipefy Solution via the electronic address registered by the Client in the Virtual Account. It is the Client's responsibility to keep its contact data updated in the Virtual Account.

13.7. Assignment. Except if to a direct competitor, either Party may assign its rights or obligations provided herein by reason of a merger, acquisition, corporate reorganization, or sale of all or a substantial part of its assets, providing the other party prior written notification, should the assignment take place fully assuming the obligations provided in these Terms. The assigning Party will continue responsible for the fulfillment of the obligations until the assignment is effectively consummated.

13.8. Compliance. The Parties expressly declare to have full knowledge and commit to the faithful observation of the applicable legal provisions, including but not limited to, those related to the prevention and combat of corruption, activities related to money laundering or concealment of assets and those that show themselves linked to actions of personal favoritism, practice of acts that promote discrimination or violation of rights established by applicable legislation. The Parties commit, furthermore, to adopt the best practices of corporate governance and business ethics in all their operations. The parties agree that if there is a suspicion of any illegal practice or breach of this clause and its sub-clauses, the Innocent Party, at its exclusive criterion, will have the right to unilaterally terminate the contractual relationship under the terms of Clause 9.5.

13.8.1. Compliance Reporting Channel. Should you have knowledge of ethical or legal deviations involving Pipefy, the Client must report them immediately through the Pipefy Code of Ethics available at: https://www.pipefy.com/ethics-and-compliance/, aiming for the evaluation, investigation, and application of eventual necessary measures.

13.8.2. Socio-environmental Responsibility. The Parties will adopt adequate measures to prevent, combat, and reduce significant environmental impacts, that the activities developed by force of this Term may produce. Responsibility for damages caused to the environment, resulting from any violation by one of the Parties (Defaulting Party) of federal, state, and/or municipal environmental legislation, falls directly and fully upon the Defaulting Party, even if the referred damages arise from act of God or force majeure.

13.8.3. Human Rights. The Parties respect human rights and offer an inclusive work environment, acting without discrimination of gender, race, or religion, considering the health and safety and health conditions required by law. The Parties commit not to exploit, by themselves or through the contracting of third parties, any form of child labor, forced labor, or analogous to slavery.

13.9. Export Regulation. The Pipefy Solution is subject to US export control laws. The Client may not export, re-export, or make the Solution available in countries under US embargo or for individuals or entities on US restriction lists. The Client must comply with all applicable laws and obtain necessary authorizations before any export. The use of the Pipefy Solution confirms that

the Client is not located in, under the control of, or is a resident of an embargoed country or a restricted entity. The Solution may include encryption technology subject to US regulations.

13.10. Severability. These Terms will be applied to the maximum extent permitted by the applicable Law. Should any provision of these Terms and/or its Annexes be considered invalid, or unenforceable, that part will be applied to the maximum extent permitted and will not affect the applicability of the other terms, remaining in force, as well as the other provisions.

13.11. Independent Contractors. The Parties are independent contractors. These Terms shall not be interpreted as any type of partnership between the parties or any form of association that would give any of the parties the right, power, or authority, express or implied, to create any duty or obligation to the other party.

13.12. Changes to the Terms of Use. These Terms may be updated from time to time by Pipefy to reflect the development of new functions or resources of the Pipefy Solution, for technical or legal reasons that Pipefy considers necessary, notifying the Client previously, which will take effect in 30 (thirty) days after its publication, except for the provision contrary in section 9. Continued use of the Pipefy Solution will constitute full acceptance of the Client regarding the Changes.

13.13. No Waiver. The failure of the Parties to enforce any provision of these Terms and/or any of its Annexes will not constitute a waiver of the right to do so at a later moment.

13.14. Signatures. The parties declare and agree that this instrument may be signed in electronic form, by electronic signature tool and/or virtual acceptance. Upon the occurrence of any of these hypotheses, the Parties recognize that the contracting will also be valid, effective and will constitute an extrajudicial executive title for all legal purposes.

IN WITNESS WHEREOF, the parties have caused these Terms and Conditions for use of the Pipefy Solution to be accepted by their legal representatives or duly authorized agents.

ANNEX I - DATA PROTECTION AGREEMENT

Purpose

This Data Protection Agreement ("DPA") establishes the obligations and responsibilities of the parties involved regarding the privacy and security of processed information, as well as detailing the security practices and measures adopted by Pipefy to ensure the integrity, confidentiality, and availability of data, in accordance with applicable laws and regulations. The provisions of this Annex complement the Terms of Use and apply to all Customers when personal and sensitive data is processed within the Pipefy Solution.

As part of their contractual relations, the parties shall undertake to comply with the applicable regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "the General Data Protection Regulation").

1.   Pipefy will act exclusively as a data processor, processing information in accordance with the documented and specific instructions provided by the Client, who is the data controller. Pipefy does not have the autonomy to define the purposes or methods of processing the personal data by the Parties.

1.1.   For the purposes of this Annex, the following definitions apply:
a)   Configuration Data: Information automatically generated or collected by the platform or system, related to the configuration, customization, and parameterization of the contracted product or service. This data may be accessed by Pipefy exclusively for technical support, continuous platform improvement, and understanding product usage, always in compliance with applicable data protection and privacy regulations.
b)   Customer Data: Data directly inputted by the Client or its representatives, including but not limited to personal or corporate information, strategic or sensitive content related to platform usage. This data is owned and exclusively processed by the Client. Pipefy's access to Data Entered into Cards is expressly limited and will only occur when necessary for technical support or specific consulting requested by the Client; with the Client's prior, express, and specific authorization, detailing the purpose and scope of the access; or to comply with a legal or regulatory obligation, upon notifying the Client.
1.2.   The Client shall be responsible for ensuring that the data entered into the Cards complies with applicable legislation and for maintaining adequate security measures within its internal environment to prevent unauthorized access.
1.3.   As the Controller of Personal Data, it is the Customer's responsibility to handle requests for the exercise of rights by Data Subjects, and it is Pipefy's responsibility, as Processor, to assist in the fulfillment of requests made by Data Subjects whenever necessary and requested by the Customer, such as requests for access to Personal Data, correction of incomplete, inaccurate, or outdated Personal Data, blocking or deletion of unnecessary or excessive Personal Data, portability of Personal Data, among other rights provided by law, the granting or denial of which shall be at the sole discretion of the Customer.

2.   Pipefy is solely responsible for all costs incurred in fulfilling requests made by Data Subjects in which Pipefy is considered the Controller, with the Customer being solely responsible for fulfilling requests made by Data Subjects in which the Customer is considered the Controller, as well as the costs incurred for such purposes.

3.   Pipefy and Customer agree and acknowledge as follows:

a) Both Parties shall comply with all applicable laws, rules, and regulations concerning the Personal Data processed in connection with the performance of their obligations, including but not limited to Law No. 13.709/18 (General Data Protection Law - LGPD) when processing data subjects residing in Brazil and/or Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR) when processing data of data subjects residing in the European Union,

and/or the California Consumer Privacy Act (CCPA) when processing data of data subjects residing in California, USA.;

b) Pipefy uses the personal data received under this legal relationship only for the purpose agreed upon between the Parties, and under no circumstances shall Pipefy use this Personal Data for a different purpose, under penalty of immediate termination and full assumption of any damages caused to the other Party and/or third parties.

c) Pipefy does not store or share personal data with third parties, except with the prior express authorization of the other Party or as a requirement for the fulfillment of the Agreement, under the terms of this Annex.

d) Both Pipefy and Customer shall treat all non-public Personal Data as confidential, even if this legal relationship is terminated regardless of the reasons for its termination or resolution.

e) The duration of the Processing shall respect the contractual object, as well as the provisions of applicable law.

f) Pipefy adopts appropriate mechanisms for processing Personal Data in accordance with legal provisions, in order to prevent loss, destruction, theft, damage, alteration, manipulation, or accidental interception and/or disclosure.

g) Both Pipefy and Customer shall limit access to Personal Data originating from this Agreement only to employees, agents, and/or representatives who need it to complete the task/activity to be carried out, with each party being responsible for the actions of its employees, agents, and/or representative.

h) It is the sole responsibility of the Client, as the data controller, to ensure that all personal data included or processed on the Pipefy platform has a valid legal basis for processing. This includes, but is not limited to, obtaining consent from data subjects, when applicable, or complying with another legal basis as provided in Article 7 of the LGPD.

i) The Client will be fully responsible for any violation of the LGPD resulting from their failure to ensure a valid legal basis for the processing of personal data, including, but not limited to, any administrative sanctions or damage payable to third parties.

3.1. The Parties acknowledge that the Pipefy Solution has been developed to meet general privacy and data protection requirements, as applicable. The Customer is responsible for assessing the suitability of the Solution for the specific legal and regulatory requirements of its industry. Pipefy does not warrant compliance with sector-specific regulations that may apply to the Customer, and the Customer shall be solely responsible for ensuring the use of the Solution in accordance with such regulations.

4. **Vulnerability Management.** The Parties undertake to manage vulnerabilities in their tools used in the processing of personal data, conducting periodic tests to identify and promptly correct any vulnerabilities that may be identified.

5. **Purpose of Storage.** Pipefy undertakes to store Personal Data only for the periods necessary to: (a) achieve the purpose of processing the Personal Data under this Agreement; (b) process payments; (c) prevent or address technical problems; (d) whenever feasible, in anonymized form, to improve and enhance the Pipefy Solution; (e) as expressly authorized by the Customer, including cases of sharing Customer Data with Non-Pipefy Applications; and (f) compliance with legal and/or regulatory requirements.

6. **Log Keeping.** Pipefy will record the "logs" of changes and processing of the personal data for which it is the controller, keeping in these records the minimum elements that allow assessing the activity and who carried it out and when, as regulated by law, with the management of changes in data where Pipefy is only the processor being the responsibility of the Customer.

7. **Retention and Deletion of Personal Data.** Provided that the contract between the parties is valid, Customer data will be stored in Pipefy's database on servers located in the United States, even if they have been deleted through the application or a set of routines and programming standards for accessing a web-based software application or platform ("API"). In cases of contractual termination, regardless of the cause, Pipefy reserves the right to delete the Customer's Personal Data in accordance with written instructions from the Customer, or within a maximum of one hundred and eighty (180) days after termination of the Agreement.

8. **Sub-Processing.** Pipefy may use specialized third parties to perform the processing of Personal Data, as available at https://www.pipefy.com/sub-processors/ ("Sub-Processors"). It is

Pipefy's obligation to ensure that the Sub-Processors undertake to ensure a security level equal to or greater than that described in this Section before transferring any Personal Data or authorizing any sub-processing, as well as to conduct periodic audits to verify compliance with privacy rules and legal obligations. Pipefy shall be fully and severally liable for any breach, violation, irregularity, or illegality committed by its Sub-Processors.

9.   **Disclosure Scenarios.** Pipefy will not disclose Personal Data to third parties at any time except in the following scenarios: (a) with prior written authorization from the Customer; (b) in accordance with the sub-processing rules described above; or (c) under applicable data protection legislation, provided that Pipefy makes reasonable efforts to share only the minimum amount of Personal Data necessary for a specific purpose, and the Customer is notified in advance, in accordance with and as provided for in this Agreement.

10.   **Requests from Authorities.** If Pipefy receives any judicial order and/or official communication that determines the provision or disclosure of personal information, unless expressly prohibited by legal force, regulation, judicial or administrative order, Pipefy must notify the Customer within a maximum of thirty-six (36) hours of becoming aware, providing an opportunity for timely adoption of legal measures to prevent or mitigate the effects resulting from the disclosure of Personal Data related to this request or its objects.

11.   **Third-Party Applications. I**f the Customer installs, activates, and/or otherwise uses a Non-Pipefy Application in conjunction with the Pipefy Solution, the Customer acknowledges and agrees that the provider of this Non-Pipefy Application may access Customer Data, including Personal Data, as necessary, for the integration of this Non-Pipefy Application with the Pipefy Solution and/or in accordance with the activities of this Non-Pipefy Application. In this context, Pipefy is not responsible for any incident, disclosure, modification, or deletion of any Customer Data and Personal Data resulting from access by a Non-Pipefy Application.

12.   **Obligations of Pipefy.** Pipefy ensures and guarantees:

A. Confidentiality and integrity of the information shared by the Customer;
B. Non-violation of the privacy of Personal Data in its relationship with clients, suppliers, researchers, patients, consumers, and employees;
C. Adopt technical and administrative measures of information security to prevent misuse and unauthorized use of Personal Data;
D. Immediately and adequately respond to all requests from the Customer regarding Personal Data Processing, as well as consider the guidance of the National Data Protection Authority regarding the Processing of Personal Data transferred;
E. Be responsible for maintaining a written record of activities related to compliance with applicable data privacy legislation;
F. Restrict access to Personal Data by defining qualified individuals responsible for Processing, as well as ensuring and being responsible for the reliability of its employees, agents, and representatives who will have access to Personal Data, considering the nature of such Personal Data;
G. Maintain a detailed inventory of access to Personal Data and access logs to applications, containing the time, duration, identity of the employee or person responsible for access, and the accessed file, including when such access is made to comply with legal obligations or determinations defined by a competent authority;
H. The processing of Personal Data, i.e., any operation or set of operations performed on the Personal Data of its clients, suppliers, and employees; including, but not limited to obtaining, recording, storing, altering, analyzing, using, transmitting, combining, blocking, deleting, or destroying, are in absolute accordance with the rights of the data subject and will be carried out in accordance with the established purpose;
I. Protect Personal Data of its clients, suppliers, and employees, ensuring to them, within legal limits, the right to be informed about any processing of their data; as well as to have access to their own data, among other rights provided by applicable law;
J. Record activities involving international transfer of Personal Data, indicating the country/organization of destination and adopting the necessary safeguards to ensure that the transfer is carried out in accordance with applicable legislation and guidelines defined by a competent authority;

K. Meet requests for information made by the Customer within thirty-six (36) hours, justifying any delays; and

L. Cooperate with the fulfillment of requests from data subjects of the Customer (clients of the Customer), using appropriate technical and organizational measures, in accordance with Customer instructions.

M. send 1 (one) executive report, in the last quarter of the current fiscal year, upon demand, regarding information security and data privacy ("Report"), made available free of charge, provided that it is requested 45 days in advance as regulated in clause 15.6 of the Terms, or, when in different frequency or quantity, upon feasibility analysis, which may result in additional costs, to be negotiated between the Parties.

13.   **Contingency Plan.** Pipefy undertakes to create contingency mechanisms to prevent data leaks, and must test and keep it up to date, committing to present its contingency plan to the Customer upon request for compliance with requests from the authority or in case of any eventual judicial demands.

14.   **Incident Notification.** If, at any time, there is an actual breach, suspicion, or potential threat to the security of Personal Data, or if there is suspicion of loss, destruction, deletion, damage, corruption, or unauthorized disclosure to a third party, the Party that becomes aware of the incident shall notify the other Party within a maximum of 3 (three) business days from the moment it becomes aware of it, and the notification shall contain the full and complete details regarding the breach, including:

a) date and time of the incident;
b) date and time of acknowledgment by the Party that had its data leaked;
c) list of types of data affected by the incident;
d) list of data subjects affected by the incident;
e) the nature and facts of such breach, including the data subject, if possible;
f) contact details of the data protection officer or appointed and named representative to deal with data leaks in the company, responsible for additional information regarding the incident;
g) the likely consequences and/or potential consequences of such incident; and
h) the measures adopted or proposed by Pipefy or by the data protection officer to remedy such breach and mitigate any possible adverse effects and the dates of implementation of these measures (action plan).

15.   **Incident Handling.** In the event of an incident, Pipefy must promptly comply with the instructions provided by the Customer, aiming to remedy or mitigate adverse consequences, as well as practice all necessary acts and resources to contain the breach and recover and/or restore Personal Data (where possible) and meet any requests, notifications, or investigations by Authorities.

16..   **Contact information.** Pipefy's support regarding privacy and personal data matters can be accessed at the following email address: dpo@pipefy.com.

APPENDIX 1 - COMPLIANCE WITH CALIFORNIA CONSUMER PRIVACY ACT OF 2018

(a) The purpose of this CCPA Data Protection Agreement ("CCPA DPA") is to define the conditions in which Pipefy, Inc. ("Pipefy" or the "Processor") undertakes to carry out, on Customer's ("Customer" or the "Controller") behalf, the personal data processing operations defined below.

(b) As part of their contractual relations, the parties shall undertake to comply with the applicable regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "the

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General Data Protection Regulation", or "GDPR"), and the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General (hereinafter "the CCPA").

(c) Terms defined in the CCPA, including 'consumer', 'personal information', 'service provider', 'commercial purposes', 'third-party', and 'business purposes', carry the same meaning in this DPA.

(d) "Contracted Business Purposes" means the database management, hosting and related services performed on behalf of the Customer pursuant to the Service Agreement for which Pipefy receives or accesses Customer Personal Information.

(e) "Customer Personal Information" means Customer Data (as defined in the Service Agreement and Privacy Policy) that constitutes personal information of a consumer subject to the CCPA. For the avoidance of doubt, Customer Personal Information does not include User Personal Information (as defined in the Privacy Policy), with respect to which Pipefy is not a service provider, and this DPA does not apply to such User Personal Information.

a) Pipefy shall use the Customer Personal Information received under this relationship solely for the purposes agreed upon between the Parties. Under no circumstances shall Pipefy use this Personal Data for any other purpose than performing the Contracted Business Purposes or as otherwise permitted by the CCPA (as a service provider or "exempt" third party) or required by law. Any violation of this provision shall result in the immediate termination of this Agreement and full liability for any damages caused to the other Party and/or third parties.

b) Pipefy shall not retain, use, disclose, store or share Customer Personal Information outside of this direct business relationship between Pipefy and Customer unless otherwise permitted by the CCPA (as a service provider or "exempt" third party) or as required by law, or, upon the prior express authorization of the Customer, in accordance with the terms of this DPA.

c) Pipefy shall adopt appropriate mechanisms for processing Customer Personal Information in accordance with legal provisions, to prevent loss, destruction, theft, damage, alteration, sale, manipulation, or accidental interception and/or disclosure.

d) Pipefy may use aggregated, de-identified, or anonymized data for its own purposes. Pipefy shall not attempt to, nor will it actually, re-identify any data that has been aggregated, de-identified, or anonymized. For the avoidance of doubt, and to the extent permitted by the CCPA, Pipefy may use Customer Personal Information to detect data security incidents, prevent fraudulent or illegal activity, or enhance its services.

e) both parties shall comply with all applicable requirements of the CCPA regarding the collection, use, retention, or disclosure of Customer Personal Information. In the event that any request is made by end users of the Customer, the Customer will be responsible for providing customer service. Pipefy does not control or manage the Customer Personal Information.

(f) Sub-Processing. Pipefy may engage specialized third parties to provide the Contracted Business Services, as listed at www.pipefy.com/sub-processors/ ("Sub-Processors"). Pipefy is responsible for ensuring that its Sub-Processors agree to maintain a level of security that is equal to or exceeds the standards described in this DPA before any Personal Data is transferred or sub-processing is authorized. Any sub-processor must qualify as a service provider under the CCPA, and Pipefy shall ensure that no disclosures to the sub-processor are made that would be considered a sale under the CCPA. Pipefy shall also conduct periodic audits to verify that its Sub-Processors comply with applicable privacy rules and legal obligations. Pipefy shall be fully and jointly liable for any breach, violation, irregularity, or non-compliance committed by its Sub-Processors.

(g) If the Customer is unable to delete Customer Personal Information held within Pipefy's records in response to a verified Consumer request for deletion pursuant to the CCPA.

Pipefy shall promptly effectuate such deletion upon receipt of the Customer's written instruction to do so, provided that no exception to deletion under the CCPA is applicable and/or Pipefy is not legally restricted from doing so. Pipefy may charge its then-current standard fees for this service. Requests for deletion should be submitted to: https://app.pipefy.com/public/form/CxbZakYy.

(h) Changes to this CCPA DPA. Pipefy may amend this CCPA DPA under the following conditions:

a) To reflect a change in the name or form of a legal entity;

b) To comply with the applicable law, regulation, court order, or guidance issued by a governmental regulator or agency; or

c) If the change does not expand the scope of Pipefy's processing of Customer Personal Data, or otherwise materially adversely affect Customer's rights under this DPA.

d) Pursuant to Section 6(a)(ii) or (iii), notify the Customer at least 30 days prior to the effective date of the change (or such shorter period as may be required to comply with the applicable law), provided that, if the Customer object to any such changes, the Customer may terminate the Agreement with Pipefy by providing a written notice to Pipefy within 90 days of receiving notification of the change.

APPENDIX 2 - INTERNATIONAL TRANSFER OF PERSONAL DATA

SECTION I - GENERAL INFORMATION

CLAUSE 1. Identification of the Parties

1.1. By this contractual instrument, the Exporter and the Importer (hereinafter, the Parties), identified below, agree to adopt the standard contractual clauses (hereinafter, the Clauses) approved by the National Data Protection Authority (ANPD) to govern the International Data Transfer described in Clause 2, in accordance with the provisions of National Legislation.

Name:

Qualification:

Main address:

Email address:

Contact for the Account Holder:

() Exporter/Controller () Exporter/Operator

Nome: Pipefy, Inc.

Main address: City of San Francisco, California, at 548 Market Street, PMB 96462, United States of America.

Email address: dpo@pipefy.com

Contact for the Data Subject: dpo@pipefy.com

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( ) Importer/Controller (x) Importer/Operator

CLAUSE 2. Subject Matter

2.1. These Clauses apply to International Data Transfers from the Exporter to the Importer, as described below.

Description of the international data transfer:

> Main purposes of the transfer: Use of the Pipefy Solution, a cloud-based tool that allows the Client to automate and manage different types of processes through data manipulation, according to the Platform's terms of use.
>
> Data storage period: 180 days after contract termination.
>
> Other information: Data processing will occur as regulated in the Pipefy Solution Terms of Use, its Annex I — Data Protection ("DPA") and in the Pipefy Privacy Policy, available at https://www.pipefy.com/pt-br/politica-de-privacidade, which are integral and indispensable parts of this Annex.

CLAUSE 3. Subsequent Transfers

3.1. The Importer may not carry out a Subsequent Transfer of Personal Data that is the subject of the International Data Transfer governed by these Clauses, except in the cases provided for in item 18.3.

CLAUSE 4. Responsibilities of the Parties

4.1. Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Designated Party below, in its capacity as Controller, shall be responsible for fulfilling the following obligations set forth in these Clauses:

a) Responsible for publishing the document stipulated in Clause 14;

(x) Exporter ( ) Importer

b) Responsible for responding to requests from data subjects as outlined in CLAUSE 15:

(x) Exporter ( ) Importer

c) Responsible for reporting security incidents as outlined in Clause 16:

(x) Exporter ( ) Importer

4.2. For the purposes of these Clauses, if it is subsequently verified that the Designated Party as defined in item 4.1 acts as an Operator, the Controller shall remain responsible for:

a) for fulfilling the obligations set forth in Clauses 14, 15 and 16 and other provisions established in National Legislation, especially in case of omission or non-compliance with obligations by the Designated Party;

b) by complying with the ANPD's requirements; and

c) by guaranteeing the rights of the Holders and by repairing the damages caused, in accordance with the provisions of Clause 17.

SECTION II – MANDATORY CLAUSES

CLAUSE 5 Purpose

5.1 These Clauses are presented as a mechanism to enable the secure international flow of personal data, establish minimum guarantees and valid conditions for carrying out the International Data Transfer and aim to guarantee the adoption of adequate safeguards for compliance with the principles, the rights of the Data Subject and the data protection regime provided for in National Legislation.

CLAUSE 6. Definitions

6.1 For the purposes of these Clauses, the definitions in art. 5 of LGPD, and art. 3 of the Regulation on the International Transfer of Personal Data shall be considered, without prejudice to other normative acts issued by ANPD. The Parties also agree to consider the terms and their respective meanings as set out below:

a) Processing agents: the controller and the processor;

b) ANPD: National Data Protection Authority;

c) Clauses: the standard contractual clauses approved by ANPD, which are part of SECTIONS I, II and III;

d) Related Contract: contractual instrument signed between the Parties or, at least, between one of them and a third-party, including a Third-Party Controller, which has a common purpose, link or dependency relationship with the contract that governs the International Data Transfer;

e) Controller: Party or third-party ("Third Controller") responsible for decisions regarding the processing of Personal Data;

f) Personal Data: information related to an identified or identifiable natural person;

g) Sensitive Personal Data: personal data on racial or ethnic origin, religious belief, political opinion, affiliation to trade unions or to a religious, philosophical or political organization, data regarding health or sexual life, genetic or biometric data, whenever related to a natural person;

h) Erasure: exclusion of data or dataset from a database, regardless of the procedure used;

i) Exporter: processing agent, located in the national territory or in a foreign country, who transfers personal data to the Importer;

j) Importer: processing agent, located in a foreign country, who receives personal data from the Exporter;

k) National Legislation: set of Brazilian constitutional, legal and regulatory provisions regarding the protection of Personal Data, including the LGPD, the International Data Transfer Regulation and other normative acts issued by ANPD;

l) Arbitration Law: Law No. 9,307, of September 23, 1996;

m) Security Measures: technical and administrative measures able to protect Personal Data from unauthorized access and from accidental or unlawful events of destruction, loss, alteration, communication or dissemination;

n) Research Body: body or entity of the government bodies or associated entities or a non-profit private legal entity legally established under Brazilian laws, having their headquarter and jurisdiction in the Brazilian territory, which includes basic or applied research of historical, scientific, technological or statistical nature in its institutional mission or in its corporate or statutory purposes;

o) Processor: Party or third-party, including a Sub-processor, which processes Personal Data on behalf of the Controller;

p) Designated Party: Party or a Third-Party Controller, under the terms of CLAUSE 4, designated to fulfill specific obligations regarding transparency, Data Subjects' rights and notifying security incidents;

q) Parties: Exporter and Importer;

r) Access Request: request for mandatory compliance, by force of law, regulation or determination of public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;

s) Sub-processor: processing agent hired by the Importer, with no link with the Exporter, to process Personal Data after an International Data Transfer;

t) Third-Party Controller: Personal Data Controller who authorizes and provides written instructions for the carrying out of the International Data Transfer between Processors governed by these Clauses, on his behalf, pursuant to Clause 4

u) Data Subject: natural person to whom the Personal Data which are subject to the International Data Transfer governed by these Clauses relate;

v) Transfer: processing modality through which a processing agent transmits, shares or provides access to Personal Data to another processing agent;

w) International Data Transfer: transfer of Personal Data to a foreign country or to an international organization which Brazil is a member of; and

x) Onward Transfer: transfer of Personal Data, within the same country or to another country, by an Importer to a third-party, including a Sub-processor, provided that it does not constitute an Access Request.

CLAUSE 7. Applicable legislation and ANPD supervision

7.1. The International Data Transfer subject to these Clauses shall subject to the National Legislation and to the supervision of ANPD, including the power to apply preventive measures

and administrative sanctions to both Parties, as appropriate, as well as the power to limit, suspend or prohibit the international transfers arising from this agreement or a Related Contract.

CLAUSE 8. Interpretation

8.1. Any application of these Clauses shall occur in accordance with the following terms:

a) these Clauses shall always be interpreted more favorably to the Data Subject and in accordance with the provisions of the National Legislation;

b) in case of doubt about the meaning of any term in these Clauses, the meaning which is most in line with the National Legislation shall apply;

c) no item in these Clauses, including a Related Agreement and the provisions set forth in SECTION IV, shall be interpreted as limiting or excluding the liability of any of the Parties in relation to obligations set forth in the National Legislation; and

d) provisions of SECTIONS I and II shall prevail in case of conflict of interpretation with additional clauses and other provisions set forth in SECTIONS III and IV of this agreement or in Related Agreements.

CLAUSE 9. Docking Clause

9.1. By mutual agreement between the Parties, it shall be possible for a processing agent to adhere to these Clauses, either as a Data Exporter or as a Data Importer, by completing and signing a written document, which shall form part of this contract.

9.2 The acceding party shall have the same rights and obligations as the originating parties, according to the position assumed of Exporter or Importer and according to the corresponding category of processing agent.

CLAUSE 10. General obligations of the Parties

10.1. The Parties undertake to adopt and, when necessary, demonstrate the implementation of effective measures capable of demonstrating observance of and compliance with the provisions of these Clauses and the National Legislation, as well as with the effectiveness of such measures and, in particular:

a) use the Personal Data only for the specific purposes described in CLAUSE 2, with no possibility of subsequent processing incompatible with such purposes,subject to the limitations, guarantees and safeguards provided for in these Clauses;

b) guarantee the compatibility of the processing with the purposes informed to the Data Subject, according to the processing activity context;

c) limit the processing activity to the minimum required for the accomplishment of its purposes, encompassing pertinent, proportional and nonexcessive data in relation to the Personal Data processing purposes;

d) guarantee to the Data Subjects, subject to the provisions of Clause 4: (d.1.) clear, accurate and easily accessible information on the processing activities and the respective processing agents, with due regard for trade and industrial secrecy;

(d.2.) facilitated and free of charge consultation on the form and duration of the processing, as well as on the integrity of their Personal Data; and

(d.3.) accuracy, clarity, relevance and updating of the Personal Data, according to the necessity and for compliance with the purpose of their processing;

e) adopt the appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;

f) not to process Personal Data for abusive or unlawful discriminatory purposes;

g) ensure that any person acting under their authority, including subprocessors or any agent who collaborates with them, whether for reward or free of charge, only processes data in compliance with their instructions and with the provisions of these Clauses;

h) keep a record of the Personal Data processing operations of the International Data Transfer governed by these Clauses, and submit the relevant documentation to ANPD, when requested.

CLAUSE 11. Sensitive personal data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties shall apply additional safeguards, including specific Security Measures which are proportional to the risks of the processing activity, to the specific nature of the data and to the interests, rights and guarantees to be protected, as described in SECTION III.

CLAUSE 12. Personal data of children and adolescents

12.1. In case the International Data Transfer governed by these Clauses involves Personal Data concerning children and adolescents, the Parties shall implement measures to ensure that the processing is carried out in their best interest, under the terms of the National Legislation and relevant instruments of international law.

CLAUSE 13. Legal use of data

13.1. The Exporter guarantees that Personal Data has been collected, processed and transferred to the Importer in accordance with the National Legislation.

CLAUSE 14. Transparency

14.1. The Designated Party shall publish, on its website, a document containing easily accessible information written in simple, clear and accurate language on the conduction of the International Data Transfer, including at least information on:

a) the form, duration and specific purpose of the international transfer;

b) the destination country of the transferred data;

c) the Designated Party's identification and contact details;

d) the shared use of data by the Parties and its purpose;

e) the responsibilities of the agents who shall conduct the processing;

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f) the Data Subject's rights and the means for exercising them, including an easily accessible channel made available to respond to their requests, and the right to file a petition against the Exporter and the Importer before ANPD; and

g) Onward Transfers, including those relating to recipients and to the purpose of such transfer.

14.2. The document referred to in item 14.1. shall be made available on a specific website page or integrated, in a prominent and easily accessible format, to the Privacy Policy or equivalent document.

14.3. Upon request, the Parties shall make a copy of these Clauses available to the Data Subject free of charge, complying with trade and industrial secrecy.

14.4. All information made available to Data Subjects, under the terms of these Clauses, shall be written in Portuguese.

CLAUSE 15. Rights of the data subject

15.1. The Data subject shall have the right to obtain from the Designated Party, as regards the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, under the terms of the National Legislation:

a) confirmation of the existence of processing;

b) access to data;

c) correction of incomplete, inaccurate or outdated data;

d) anonymization, blocking or erasure of unnecessary or excessive data or data processed in noncompliance with these Clauses and the provisions of National Legislation;

e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, complying with trade and industrial secrecy;

f) erasure of Personal Data processed under the Data Subject's consent, except for the events provided in CLAUSE 20;

g) information on public and private entities with which the Parties have shared data;

h) information on the possibility of denying consent and on the consequences of the denial;

i) withdrawal of consent through a free of charge and facilitated procedure, remaining ratified the processing activities carried out before the request for elimination;

j) review of decisions taken solely on the basis of automated processing of personal data affecting their interests, including decisions aimed at defining their personal, professional, consumer and credit profile or aspects of their personality; and

k) information on the criteria and procedures adopted for the automated decision.

15.2. Data subject may oppose the processing based on one of the events of waiver of consent, in case of noncompliance with the provisions of these Clauses or National Legislation.

15.3 The deadline for responding to the requests provided for in this Clause and in item 14.3 is 15 (fifteen) days from the date of the data subject's request, except in the event of a different deadline established in specific ANPD regulations.

15.4. In case the Data Subject's request is directed to the Party not designated as responsible for the obligations set forth in this Clause or in item 14.3., the referred Party shall:

a) inform the Data Subject of the service channel made available by the Designated Party; or

b) forward the request to the Designated Party as early as possible, to enable the response within the period provided in item 15.3. (Amended by the RECTIFICATION of August 18, 2025)

15.5. The Parties shall immediately inform the Data Processing Agents with whom they have shared data with the correction, deletion, anonymization or blocking of the data, for them to follow the same procedure, except in cases where this communication is demonstrably impossible or involves a disproportionate effort.

15.6. The Parties shall promote mutual assistance to respond to the Data Subjects' requests.

CLAUSE 16. Security Incident Reporting

16.1. The Designated Party shall notify ANPD and the Data Subject, within 3 (three) working days of the occurrence of a security incident that may entail a relevant risk or damage to the Data Subjects, according to the provisions of National Legislation.

16.2. The Importer must keep a record of security incidents in accordance with National Legislation.

CLAUSE 17. Liability and compensation for damages

17.1. The Party which, when performing Personal Data processing activities, causes patrimonial, moral, individual or collective damage, for violating the provisions of these Clauses and of the National Legislation, shall compensate for it.

17.2. Data Subject may claim compensation for damage caused by any of the Parties as a result of a breach of these Clauses.

17.3. The defense of Data Subjects' interests and rights may be claimed in court, individually or collectively, in accordance with the provisions in relevant legislation regarding the instruments of individual and collective protection.

17.4. The Party acting as Processor shall be jointly and severally liable for damages caused by the processing activities when it fails to comply with these Clauses or when it has not followed the lawful instructions of the Controller, except for the provisions of item 17.6.

17.5. The Controllers directly involved in the processing activities which resulted in damage to the Data Subject shall be jointly and severally liable for these damages, except for the provisions of item 17.6.

17.6. Parties shall not be held liable if they have proven that:

a) they have not carried out the processing of Personal Data attributed to them;

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b) although they did carry out the processing of Personal Data attributed to them, there was no violation of these Clauses or National Legislation; or

c) the damage results from the sole fault of the Data Subject or of a third party which is not a recipient of the Onward Transfer or not subcontracted by the Parties.

17.7. Under the terms of the National Legislation, the judge may reverse the burden of proof in favor of the Data Subject whenever, in his judgement, the allegation is credible, there is a lack of sufficient evidence or when the Data Subject would be excessively burdened by the production of evidence.

17.8. Judicial proceedings for compensation for collective damages which intend to establish liability under the terms of this Clause may be collectively conducted in court, with due regard for the provisions in relevant legislation.

17.9. The Party which compensates the damage to the Data Subject shall have a right of recourse against the other responsible parties, to the extent of their participation in the damaging event.

CLAUSE 18. Safeguards for Onward Transfers

18.1. The Importer shall only carry out Onward Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the terms and conditions described in CLAUSE 3.

18.2. In any case, the Importer:

a) shall ensure that the purpose of the Onward Transfer is compatible with the specific purposes described in CLAUSE 2;

b) shall guarantee, by means of a written contractual instrument, that the safeguards provided in these Clauses shall be ensured by the third-party recipient of the Onward Transfer; and

c) for the purposes of these Clauses, and regarding the Personal Data transferred, shall be considered responsible for any eventual irregularities committed by the third-party recipient of the Onward Transfer.

18.3. The Onward Transfer shall also be carried out based on another valid modality of International Data Transfer provided in National Legislation, regardless of the authorization referred to in CLAUSE 3.

CLAUSE 19. Access Request Notification

19.1 The Importer shall notify the Exporter and the Data Subject of any Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except in the event that notification is prohibited by the law of the country in which the data is processed.

19.2. The Importer shall implement the appropriate legal measures, including legal actions, to protect the rights of the Data Subjects whenever there is adequate legal basis to question the legality of the Access Request and, if applicable, the prohibition of issuing the notification referred to in item 19.1.

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19.3. To comply with both the ANPD's and the Exporter's requests, the Importer shall keep a record of Access Requests, including date, requester, purpose of the request, type of data requested, number of requests received, and legal measures implemented.

CLAUSE 20. Termination of processing and erasure of data

20.1. Parties shall erase the personal data subject to the International Data Transfer governed by these Clauses after the ending of their processing, within the scope and technical boundaries of the activities, being their storage authorized only for the following purposes:

a) compliance with a legal or regulatory obligation by the Controller;

b) study by a Research Body, guaranteeing, whenever possible, the anonymization of personal data;

c) transfer to a third-party, upon compliance with requirements set forth in these Clauses and in the National Legislation; and

d) exclusive use of the Controller, being the access by a third-party prohibited, and provided data have been anonymized.

20.2. For the purposes of this Clause, processing of personal data shall cease when:

a) the purpose set forth in these Clauses has been achieved;

b) Personal Data are no longer necessary or pertinent to attain the intended specific purpose set forth in these Clauses;

c) at the termination of the processing period;

d) Data Subject's request is met; and

e) at the order of ANPD, upon violation of the provisions of these Clauses or National Legislation.

CLAUSE 21. Data processing security

21.1. Parties shall implement Security Measures which guarantee sufficient protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

21.2. Parties shall inform, in SECTION III, the Security Measures implemented, considering the nature of the processed information, the specific characteristics and the purpose of the processing, the technology current state and the probability and severity of the risks to the Data Subjects' rights, especially in the case of sensitive personal data and that of children and adolescents.

21.3. The Parties shall make the necessary efforts to implement periodic evaluation and review measures to maintain the appropriate level of data security.

CLAUSE 22. Legislation of country of destination

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22.1 The Importer declares that it has not identified any laws or administrative practices of the country receiving the Personal Data that prevent it from fulfilling the obligations assumed in these Clauses.

22.2. In the event of a regulatory change which alters this situation, the Importer shall immediately notify the Exporter to assess the continuity of the contract.

CLAUSE 23. Non-compliance with the Clauses by the Importer

23.1. In the event of a breach in the safeguards and guarantees provided in these Clauses or being the Importer unable to comply with any of them, the Exporter shall be immediately notified, subject to the provisions in item 19.1.

23.2. Upon receiving the communication referred to in item 23.1 or upon verification of non-compliance with these Clauses by the Importer, the Exporter shall implement the relevant measures to ensure the protection of the Data Subjects' rights and the compliance of the International Data Transfer with the National Legislation and these Clauses, and may, as appropriate:

a) suspend the International Data Transfer;

b) request the return of the Personal Data, its transfer to a third-party, or its

erasure; and

c) terminate the contract.

CLAUSE 24. Choice of forum and jurisdiction

24.1. Brazilian legislation applies to these Clauses and any controversy between the Parties arising from these Clauses shall be resolved before the competent courts in Brazil, observing, if applicable, the forum chosen by the Parties in Section IV.

24.2. Data Subjects may file lawsuits against the Exporter or the Importer, as they choose, before the competent courts in Brazil, including those in their place of residence.

24.3. By mutual agreement, Parties may use arbitration to resolve conflicts arising from these Clauses, provided that the procedure is carried out in Brazil and in accordance with the provisions of the Arbitration Law.

SECTION III - Security Measures

(i) Governance and supervision of internal processes: All Information Security, Privacy and Data Protection measures can be viewed in detail at:https://www.pipefy.com/pt-br/seguranca/

(ii) technical and administrative security measures, including measures to ensure the security of operations performed, such as the collection, transmission and storage of data: All Information Security, Privacy and Data Protection measures can be viewed in detail at:https://www.pipefy.com/pt-br/seguranca/

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ANNEX II - SERVICE LEVEL AGREEMENT

This Annex sets forth Pipefy Solution's Service Level Agreement (SLA), detailing performance metrics, responsibilities and expectations between Pipefy and its Customers. The objective is to ensure the quality and efficiency of the services provided, promoting transparency and alignment between the parties. This document complements Pipefy's Terms of Use and applies to all Customers, according to the type of plan contracted.

● **Pipefy Solution Availability Commitment:**

Pipefy commits to a monthly uptime of **99.90**% ("Guaranteed Uptime") of the Pipefy Solution, except for the exceptions described in section 3. Availability will be monitored and recorded on the Status Page: https://status.pipefy.com/uptime, which is the official source for calculating and verifying uptime. Unavailability will only be considered in cases classified as "Major Outage", when a significant part or the entire solution is inaccessible and/or inoperative, affecting most or all Customers.

● **Granting of Credits:**

If the monthly availability is lower than the Guaranteed Uptime, the Customer may request service credits or discounts applicable to the next invoice, or upon contract renewal.

   ○ **Eligibility for Credits:**

● The Customer must notify Pipefy within 30 (thirty) days after the month in which the unavailability occurred.
● The notification must be sent via the Support chat, including evidence of the unavailability and other information requested by Pipefy.
● The granting of credits is limited to a maximum value of 10% of the total value of the current contract.

   ○ **Eligibility for Credits:**

Credits will be calculated based on the table below:

Monthly Availability Percentage	Credit Percentage
Less than 99.9%, but greater than or equal to 98%	5%
Less than 98%, but greater than or equal to 95%	10%

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Less than 95%, but greater than or equal to 90%	15%
Less than 90%, but greater than or equal to 85%	20%
Less than 85%	30%

● **Exceptions to Counting Downtime:**

The following will not be considered downtime:

a) Scheduled maintenance periods, updates or hardware replacement.
b) Interruptions or instabilities caused by factors outside of Pipefy's reasonable control, such as: Acts of God or force majeure (applicable legal definition); Actions by third parties, such as internet providers; Failures resulting from infrastructure, equipment, or actions by the Customer itself; among others.
c) Improper or unauthorized use of the solution by the Customer, as defined in the Terms of Use.
d) Planned downtime, as described in the Terms of Use.

● **Exclusive Solution:**

The granting of credits is the only solution provided for non-compliance with the Guaranteed Uptime. Pipefy is not responsible for other damages or losses resulting from downtime that fall within the exceptions described above.

ANNEX III - PIPEFY SUPPORT PLANS

This Annex governs the Support Services of the Pipefy Solution. The service levels, response times, and support methods available to the Customer are determined solely by the support plan specified in the applicable Purchase Order.

The Customer acknowledges that the support plan is purchased independently of the Pipefy Solution license plan. Therefore, the contracted license plan does not determine the level of support to be received.

If the Purchase Order does not specify a support plan, the Customer shall be eligible only for the "Standard" plan, as described in this Annex.

PIPEFY SUPPORT PLANS				
	Community[1]	**Standard**	**Enterprise**	**Premier**
Availability/ Service Hours[2]	-	8am to 8pm UTC -3	8am to 8pm UTC -3 9am to 5pm (Pacific Time Zone and Eastern Time Zone)	24/7 for all technical issues*
Customer Service	Access to the Pipefy community	Chat/Ticket	Chat	Exclusive queue

Channel				
Human Chat	Not available	Not available	Available	-
AI Chat	Not available	Available	Available	-
Ticket System	Not available	Available	Not available	Available
Initial Response Time[3] **L1: Service interruption** **L2: High criticality** **L3: Medium criticality** L4: Low criticality	-	According to criticality: L1: 2 business hours L2: 6 business hours L3: 1 business day L4: 2 business days	According to criticality: L1: 45 minutes L2: 2 business hours L3: 6 business hours L4: 2 business days	According to criticality: L1: 30 minutes L2: 2 hours L3: 8 hours L4: 24 hours
Onboarding	Not available	Not available	Not available	Available
Costs	No costs	No costs	Yes	Yes
Eligibility	All Plans	Any client with an active paid subscription.	Any client with an active paid subscription.	Any client with an active paid subscription.

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¹ Access to Community Support - Community Support, accessible through the link: https://community.pipefy.com, is available to any user who signs up for the Pipefy Solution. Users with Starter license plans are only eligible for community support.

² Technical Support Hours - Support will be available from Monday to Friday, during business hours from 8am to 8pm according to Brasília time zone (UTC −3), via chat in the logged-in area of the Pipefy Solution. Response time will depend on the Plan and the complexity of the case. It is important to note that Free Plans are not included in the aforementioned table, offering only access to the Pipefy Community, without a defined response time. Coverage hours for other time zones: UTC 0 - 11AM to 11PM; UTC −3 (Brasilia Time) 8AM to 8PM; UTC −5 (Eastern Standard Time) 6AM to 6PM; UTC −8 (Pacific Standard Time) 3AM to 3PM; and UTC +10 (Australian Eastern Standard Time) 09PM to 09AM. For different locations or in case of specific needs, the Customer may consider purchasing the Premier Plan or the Critical Support Package.

In the plans with 24/5 immediate assistance, it is important to note that, on weekends, only one analyst will be available on call, dedicated to dealing with critical problems or situations of the Critical Support Package.

³Initial response time - Pipefy will make its best efforts to achieve the target initial response time for the applicable severity level::

- Level 1 (L1): Service interruption, total or partial failure of the Pipefy Solution. Important services/components do not work and affect the Pipefy production environment of multiple Customers
- Level 2 (L2): Severe impact on performance. Important services/components are not working, a single connection is down, or a subset of users cannot access the Pipefy production environment
- Level 3 (L3): Low impact on a small number of users in a production environment
- Level 4 (L4): User questions, improvement feedback, and specific requests of low complexity

The response time will start counting from the moment the event is communicated through the channel indicated in the table, considering the time elapsed from the moment the request is opened by the Customer until the first response from Pipefy.

PACKAGE - CRITICAL SUPPORT

Critical Support, when purchased by the Customer and expressly set forth in the Purchase Order,is a priority service package that allows the customer to define the criticality and urgency of demands, ensuring rapid response to critical issues. The package includes a limited number of calls per month and is restricted to activating up to 5 (five) users previously designated by the Customer via email. In addition, the sale of this module is limited to a specific number of Customers, ensuring exclusive and efficient service.

Availability/Support Hours[2]	24/7** + Standard Support
Support Channel	Exclusive queue
Exclusive via Ticket System	Limited to 5 tickets/month (non-cumulative)
Initial Response Time[3] L1: Service interruption L2: High Criticality L3: Medium Criticality L4: Low Criticality	45 minutes
Onboarding	Available
Costs	Yes
Eligibility	Any plan

1. Main benefits and details of Premier support

a) Onboarding Call for New Customers: a 1 (one) hour session dedicated to aligning expectations and understanding the customer's operation in detail. This moment ensures that the Pipefy team is fully prepared to offer an excellent service, adjusted to the customer's specific needs.
b) Access to an exclusive queue where requests are handled by senior analysts.
c) Monthly alignment meetings and availability for meetings during urgent issues.
d) Technical support on weekends in cases of high urgency.

2. Support included in Standard and higher plans includes:

e) Updates to the Pipefy Solution during the applicable subscription period
f) Troubleshooting issues related to the Pipefy API
g) Root cause analysis
h) Technical guidance on the Pipefy Solution
i) Assistance with issues while using the Pipefy Solution
j) Incident support - Troubleshooting the Pipefy Solution
k) Bug identification and reporting*
l) Support for service outages and instabilities reported at https://status.pipefy.com/

Please note that free or starter licenses only include community support.

Support is open to system administrators and account holders. End users will be redirected to a system administrator.

3. Support does not include:

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m) **Features on** Beta version,

n) Custom versions of the Pipefy Solution

o) Development questions or requests, as well as debugging of user code. Support will provide assistance exclusively for the Pipefy API, providing examples of its use

p) Support for third-party plugins or integrations and Non-Pipefy Applications

q)

r) Product training

s) Support in languages other than English and Brazilian Portuguese

t) Professional Services (implementation of the solution, process modeling, adjustments or consultancy for process modeling, among others)

u) Bug fixes (coding)*

v) Events external to Pipefy, such as: power outages, server and/or hardware malfunction, and/or the Client's internet connectivity

w) Insertion, deletion and Change in Client's settings and Data

x) Communication through various tools to the channels indicated in the plan table

4. Bug Handling

Pipefy support offers comprehensive assistance in dealing with bugs, including reproducing the reported problem, providing detailed information, and, whenever possible, creating alternative solutions to mitigate the impact.

Each registered bug is evaluated and prioritized based on its severity and the number of users affected. The analysis and correction process follows a structured flow that considers the operational impact and the criticality of the symptoms. Whenever necessary, deadlines and justifications for resolution will be communicated to the Customer, although in some specific cases the treatment or definitive resolution of the bug may not occur in the medium or long term.

4.1. Bug Severity Classification

Bugs are classified according to the impact criteria below:

(i) (Outage):

- The application is unavailable to all users.
- Work functions are completely interrupted, with no viable alternative solutions.
- Examples: total interruption of use, exposure of sensitive information, or other problems that affect the entire customer base.

(ii) Serious:

1. The functionality is inaccessible, the application performance is significantly impaired, or users' work functions are severely impacted.
2. Examples: intermittency, considerable delays, system slowdowns, data inconsistencies, undue charges, or occurrence of continuous errors (looping).

(iii) Disruptive with Workaround:

- The problem impacts the experience or operation, but there is a workaround available.
- Users are able to perform their tasks to a limited extent while waiting for the fix.

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(iv) Aesthetic:

   a) The problem affects the user experience without directly impacting work functions.
   b) Examples: visual problems, misconfigured elements, or partial access to features that do not compromise the main use.

4.2. Commitment to Quality

Pipefy is committed to working proactively to identify solutions to minimize the impact of bugs on Customers' operations. For each occurrence, Pipefy will seek to reproduce the error, implement a workaround, and prioritize the resolution based on severity and available resources.

ANNEX IV - SINGLE TENANT

This Annex regulates the access and use of Single Tenant ("ST") for data processing in the Pipefy Solution and is applicable only when such service is contracted. "Single Tenant" consists of isolating the Customer's database in a private instance, i.e. different from the Cloud shared with other Customers.

   a. **ST Plans:**

Single Tenant Plans	
Plan	**Plan Coverage**
Starter	a) Up to 320,000 requests per day of a set of routines and programming standards for accessing a web-based software application or platform ("API") received in Pipefy's central infrastructure, limited to a maximum transaction per second ("TPS") of 160 requests. This includes requests from external .NET solutions calling the Pipefy API or requests to the Automation Subprocessor calling the Pipefy API, both of which count towards the daily quota; b) Up to 4 million (4,000,000) automation jobs, defined as automation configurations executed in Pipefy's infrastructure within a month; c) Up to 500 GB of storage for saving attachments from electronic forms or cards.
Corporate	a) Up to 500,000 requests per day of a set of routines and programming standards for accessing a web-based software application or platform ("API") received in Pipefy's central infrastructure, limited to a maximum transaction per second ("TPS") of 250 requests. This includes requests from external .NET solutions calling the Pipefy API or Automation Subprocessor requests calling the Pipefy API, both counted towards the daily quota; b) Up to 6.5 million (6,500,000) automation jobs, defined as automation configurations executed in Pipefy's infrastructure within a month; c) Up to 750 GB of storage for saving attachments from electronic forms or cards.

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Enterprise	1.	Up to 750,000 API requests received per day in Pipefy's central infrastructure, limited to a maximum transaction per second (TPS) of 375 requests. This includes requests from external .NET solutions calling the Pipefy API or Automation Subprocessor requests calling the Pipefy API, both counted towards the daily quota;
	2.	Up to 9 million (9,000,000) automation jobs, defined as automation configurations executed in Pipefy's infrastructure within a month;
	3.	Up to 1,024 GB of storage for saving attachments from electronic forms or cards.

No plan contemplates quotas for inbound or outbound traffic based on Automation Subprocessor Integrations.

1.1. The Client will have access to monthly usage monitoring through the Pipefy Solution Administration Panel, where real-time tracking of users, and automation usage. If the Client exceeds the limits of the contracted Plan, the excess amounts will be recorded in the panel and charged retroactively under the "pay-as-you-use" model. As provided in Clause 15.6 of the Terms, the Customer may request, with 30 (thirty) days' notice, access to additional reports. The availability of these reports will be subject to an analysis of technical and operational feasibility, as well as the application of any associated additional costs.

1.2. The Customer's choice of cloud service provider ("Cloud") and the operating region of Pipefy's infrastructure may impact the classification of the contracted plan due to cost variations associated with these options. Therefore, any changes related to the Cloud and/or region may result in adjustments to the plan to appropriately reflect the additional or reduced costs arising from these choices.

2. Preparation Environment

- All plans include an intermediate organization where API call volumes and automation job counts will be excluded from billing calculations.
- Automation Subprocessor does not include a *staging* environment and usage for testing cannot be excluded from billing calculations as there is no efficient way to separate it.

3. Resilience

a) The Pipefy architecture is highly available and leverages fault-tolerant architecture across up to 3 availability zones in a region.
b) Pipefy can be configured in any region where Pipefy's Cloud Subprocessor is available, according to the Customer's choice.
c) Backups are stored in the same defined region.
d) Full backups ("Code") of the database are performed once every twenty-four (24) hours.
e) Each backup is retained for up to seven (7) days in the same defined region.
f) Logs: Retained for 5 years. These logs cannot be restored. The Customer can open a ticket with Pipefy to request audit log details for these backups.
g) Any changes made on the Web (such as deleting fields) can be safely restored via a support ticket within one hundred and eighty (180) days.

4. Price and Availability. The ST plans may be contracted on a monthly, annual, or multi-year basis, as specified in the Purchase Order. They may also be available in a "pay-as-you-use". In the "pay-as-you-use" model, the amount due will be calculated monthly based on the actual infrastructure usage and charged retroactively, accompanied by a fixed monthly administrative fee to maintain the environment operational.

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5. General Provisions.

5.1. Updates. Pipefy may update this Appendix or the FTS Services from time to time due to, but not limited to, changes in legislation or regulatory requirements, safety or security reasons, circumstances beyond Pipefy's reasonable control, ongoing development of the Services, and/or to adapt to new technologies. The Customer will be notified at least 30 days in advance of any changes to these Terms that have a negative impact, either by email or by in-product notification. All other changes will take effect as soon as they are posted on our website.

5.2　　　　　Updates　　　　to　　　　Contracted　　　　Limits:

Pipefy reserves the right to adjust the operational limits of the contracted plans or amend the Terms of this Annex as necessary to address the Client's requirements or to accommodate the ongoing development of the Solution. Any such changes will be communicated to the Client with no less than 30 days' prior notice.

ANNEX V - PIPEFY AI TERMS OF USE

"This Annex governs the access to and use of Artificial Intelligence (AI) features within the Pipefy Solution (Pipefy AI), and shall enter into effect on the date of the Customer's first use of such features. All provisions of the Agreement that are not expressly modified by this Annex shall remain in full force and effect. In the event of a conflict between the provisions of this Annex and the Agreement, the provisions of this Annex shall prevail solely with respect to the use of Pipefy AI. For all other matters, the Agreement shall continue to govern the relationship between the Parties. The Parties agree as follows:

Definitions:

AI Credits: Unit of measure for the consumption of Artificial Intelligence features within the Pipefy platform.

Initial AI Credit Allowance: A one-time, non-renewable allocation of AI Credits that may be granted to the CUSTOMER upon subscribing to the plan, as specified in the Purchase Order. This allowance is depleted through usage and is not replenished in subsequent billing cycles.

Additional Credits (Add-on): Packages of AI Credits that may be purchased separately by the CUSTOMER, for a fee, when the Initial AI Credit Allowance is exhausted.

1. **Pipefy AI Features.** Pipefy may provide Features that use artificial intelligence, machine learning, or similar technologies ("Pipefy AI"). These Features may be developed by Pipefy and/or third-party providers, as per its Privacy Policy. The Customer acknowledges that Pipefy may use subprocessors to provide these Features, and that Pipefy and its subprocessors exclusively own all rights to Pipefy AI. Whenever a Pipefy feature involves interactions with artificial intelligence, the Customer will be informed through a disclaimer that clearly identifies the use of the technology.

1.1. **LLM AI Tool.** The Customer may choose to use any artificial intelligence tool based on Large Language Models (LLM AI) of their choice. If the Customer opts to use the tool provided by Pipefy, as listed in the subprocessors list: https://www.pipefy.com/sub-processors, the Customer acknowledges and agrees that its use will be subject to the applicable terms and conditions of Pipefy and the third-party providers responsible for the technology.

2. **Personal Data** (as defined in Annex I). By inputting personal data and other Customer Data into Pipefy AI, the Customer authorizes Pipefy and its third-party providers to process this Personal Data to provide the Pipefy AI features and generate "Outputs." The Customer retains ownership of the data entered ("Input") and the results generated ("Output"), collectively referred to as "Content". By using Pipefy AI, the Customer grants Pipefy and its third-party providers the necessary rights to process data, including personal data, for the purpose of delivering Pipefy AI features.

3. **Data Security, Monitoring, and Processing.** Customer data is processed in real-time and is not stored after processing, ensuring the confidentiality and security of the information. Only data under the Customer's control may be used, and Pipefy does not access confidential data beyond this context. Pipefy may monitor the use of Pipefy AI to prevent misuse and address technical issues.

4. **AI Results ("Outputs").** The Customer may provide Inputs to be processed by Pipefy AI and receive Outputs based on such data. The Customer retains ownership of its Outputs and is solely responsible for the use of the generated information. Pipefy does not guarantee exclusivity over the Outputs, as different Customers may receive identical or similar responses.

5. **Customer Use and Responsibilities**. The Customer is responsible for ensuring that any use of Pipefy AI, including providing or making available an Input and using the Output, complies with applicable law and does not infringe third-party rights, including intellectual property and privacy rights. The Customer is solely responsible for the content generated through Pipefy AI and for any decisions based on these Outputs.

5.1. **Restrictions.** The Customer may not use Pipefy AI for: (a) developing competing models, (b) deceiving third parties about the origin of the Output, (c) infringing third-party rights, (d) generating offensive or illegal content, or (e) engaging in fraudulent activities.

6. **Content Use and AI Improvements.** Pipefy does not claim ownership of the Customer's Content and does not use such data to improve the AI model. Pipefy may compile statistical and technical data to enhance its solution, without identifying or utilizing the Customer's information.

7. **Warranties.** Pipefy AI is provided "as is" and may contain errors or inconsistencies. Pipefy makes no guarantees regarding its accuracy, reliability, or fitness for any particular purpose. The Customer should not rely exclusively on the Outputs without proper review.

8. **Limitation of Liability.** Under no circumstances will Pipefy or its third-party providers be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, reputation, or other intangible losses resulting from the use or inability to use AI Features.

9. **Pricing, AI Credits and Conditions of Use**

9.1. **Initial AI Credit Allowance.** The subscribed plan may include an Initial AI Credit Allowance. This allowance shall be valid for the period informed at the time of grant and shall not be cumulative or extendable to subsequent periods.

9.2. **Excess Usage and Service Continuity.** To ensure the continuity of the Customer's processes, access to AI features shall remain active even after the full consumption of the Initial Allowance. The Customer agrees that continued use of the service after the exhaustion of its allowance constitutes acceptance of the charges for Excess Usage. Excess Usage shall be billed per credit used, in accordance with the value established in the Purchase Order and/or the pricing section of the Pipefy website, and such charges shall be applied retroactively on the subsequent invoice.

9.3. **Customer's Control and Responsibility.** The Customer acknowledges that its users with Administrator profiles ("Admin" or "Super Admin") have full autonomy to enable or disable access to AI features for the entire organization at any time through the platform's Administration Panel.

This functionality allows the Customer to manage credit consumption and avoid additional costs, and it is the Customer's sole responsibility to decide whether to keep the service active.

9.4. Additional Credits (Add-ons). At any time, as an alternative to Excess Usage, the Customer may purchase packages of Additional Credits (Add-ons) or upgrade its plan. The prices and quantities of such packages and plans shall be made available by contacting Pipefy's commercial team.

9.5. Modification of Commercial Terms. Pipefy reserves the right to modify, at any time, the features, plans, and commercial terms of the AI services. For existing agreements, any material changes, including pricing models and usage allowances, shall only take effect in the subsequent renewal cycle, upon prior notice to the Customer. If the Customer does not agree with the new terms, it may choose not to renew its plan.

9.6. Suspension of Services for Non-Payment. Pipefy may suspend access to the Pipefy AI features if the amounts due in connection with Excess Usage of AI Credits are not paid within the stipulated term. Prior to any suspension, the Customer shall be formally notified and given the opportunity to remedy the non-payment.

10. Updates and Modifications. Pipefy reserves the right to update this Annex or AI services as necessary, providing the Client with at least 30 days' prior notice in the event of any material impact.

11. Term and Termination. The Client may access Pipefy AI as long as they remain in compliance with these terms. Pipefy reserves the right to modify or terminate access to the tool in accordance with the provisions of the Agreement.

ANNEX VI – PIPESIGN TERMS OF USE

This Annex governs access to and use of the Digital Signature functionality within the Pipefy Solution ("PipeSign") and takes effect on the date the Client first uses such features. This Annex is part of the Purchase Order along with the Pipefy Solution Terms and Conditions (together, the "Terms") and governs the rights and obligations of the Client in using certain optional features and functionalities involving digital signature integrations provided by Pipefy and/or its licensors. Capitalized terms not defined herein shall have the meanings set forth in the Pipefy Solution Terms and Conditions. This Annex is an integral and inseparable part of the Pipefy Solution Terms and Conditions ("Agreement"). All provisions of the Agreement not expressly modified by this Annex remain in full force and effect. In the event of a conflict between the provisions of this Annex V and the Agreement, the provisions of this Annex shall prevail exclusively with respect to the use of PipeSign. For all other matters, the Agreement shall continue to govern the relationship between the parties. The parties agree as follows:

1. **Digital Signature Functionality** . Pipefy may provide digital signature functionality that allows the Client to electronically sign documents within the Pipefy Solution ("Digital Signature"). These features may be developed by Pipefy and/or third-party providers, as outlined in Pipefy's Privacy Policy. The Client acknowledges and agrees that Pipefy may use third-party providers to deliver the Digital Signature functionality. Pipefy and its third-party providers exclusively own all rights, titles, and interests in the Digital Signature functionality, including all associated intellectual property rights. The Client is granted a limited, non-exclusive, non-transferable license to use the Digital Signature functionality as expressly permitted under this Annex. This license does not grant the Client any ownership rights over the Digital Signature functionality.

1.1. The Client and its users with access to the Digital Signature functionality may create, delete, modify, send, publish, make available, or sign documents within their accounts. The Client represents and warrants that it controls the content of the documents published and assumes full responsibility for ensuring that such content does not violate any applicable law, including but not limited to intellectual property, privacy, and data protection laws.

1.2 Personal Data. By using the Digital Signature functionality, the Client authorizes Pipefy and its third-party providers to process the personal data necessary to execute electronic signatures. The Client grants Pipefy and its third-party providers the rights necessary to process its Content for the purpose of providing the Digital Signature functionality. Pipefy declares that the processing of personal data will be carried out in compliance with applicable privacy laws, ensuring that appropriate technical and organizational measures are adopted to protect such data. The Client declares that it has obtained all necessary authorizations for the processing of personal data provided to Pipefy and its third-party providers for the execution of electronic signatures, in compliance with applicable privacy and data protection laws.

2. Data Security. Client data used within the Digital Signature functionality is securely transmitted and used solely for the specific signature request. All documents and registration data submitted through the Digital Signature functionality will be stored by Pipefy and made available to all signatories and for potential audits during the legal retention period, in accordance with Pipefy's data retention policy. The Client acknowledges and agrees that Pipefy will not be liable for any loss or damage resulting from the use of the Digital Signature functionality caused by the Client's failure to comply with legal or contractual obligations.

2.1. Legal Validity. Pipefy's Digital Signature functionality complies with applicable legal requirements for the validity of electronic signatures. The Client acknowledges that it is solely responsible for ensuring that the use of the Digital Signature complies with the applicable laws, needs, and regulations of its jurisdiction, including obtaining any necessary consents or authorizations. Pipefy makes no warranties regarding the acceptance of digital signatures by authorities or third parties.

3. Restrictions. The Client may not use the Digital Signature functionality to: (a) simulate, through automated means, actions of a User to perform tasks or collect information; (b) commit fraud or deceive third parties; (b) violate any technical documentation, usage guidelines, or these Terms and Annexes; (c) use the Digital Signature functionality for any purpose other than sending documents for signature; (d) send documents with the intent of promotion/marketing; (e) infringe, violate, or misappropriate any Intellectual Property rights of Pipefy or third parties. Failure to comply with these restrictions may result in the immediate suspension or termination of access to the Digital Signature functionality, without prejudice to other applicable measures.

4. Limitation of Liability. Pipefy employs advanced techniques to ensure the security and validity of digital signatures but does not guarantee the absolute integrity or accuracy of signatures requested and executed. The Client and signatory parties assume full responsibility for verifying the validity and enforceability of the signatures according to their specific needs. No information or signature generated by the Digital Signature functionality constitutes any warranty not explicitly stated in this Annex. Pipefy shall not be liable for any indirect, incidental, special, punitive, or consequential damages arising from the use of the Digital Signature functionality, including, without limitation, loss of profits, revenue, or data, even if Pipefy has been advised of the possibility of such damages.

5. Pricing and Availability. Access to the Digital Signature functionality is provided on a pre-paid usage-based licensing system. Except for free trials or plans, the Client will pay all amounts specified in the Purchase Order and/or Virtual Account for PipeSign, regardless of actual usage, during the contracted term, which may be monthly, annual, or multi-year, as specified in the Purchase Order and/or Virtual Account. Fees are non-cancelable, non-cumulative, and non-refundable, and the Client may use the purchased quota only during the Contract Term. For all purposes, the volume recorded in the Virtual Account will be considered for determining and billing any overages in contracted quotas, as regulated in the Terms. The Client acknowledges that failure to use the Digital Signature functionality within the contracted period does not entitle it to refunds or credits for future periods. Pipefy reserves the right to adjust prices and availability terms with prior notice to the Client.

6. Updates and Modifications. Pipefy reserves the right to update this Annex or modify the PipeSign services periodically due to changes in legislation or regulatory requirements, security measures, circumstances beyond Pipefy's control, or ongoing development of the services. Pipefy will notify the Client of any modifications to these Terms that may negatively impact the Client's use of the services at least 30 days in advance, via email or in-product notification. Continued use of PipeSign after such updates constitutes acceptance of the modified terms.

7. Term and Termination. The Client may access and use PipeSign while in compliance with this Annex and the Agreement. Pipefy may modify, discontinue, or terminate access to PipeSign, in whole or in part, at its sole discretion, in accordance with the provisions established in the Agreement. Upon termination, for any reason, the Client must immediately cease using PipeSign and will no longer have access to the Digital Signature functionalities.

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