

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.

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.

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.pipify.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 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.

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, uninterrupted, 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.

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

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.