

PIPEFY SOLUTION TERMS OF SERVICES

These Terms of Use of the Pipefy Solution (the "Terms" or "Agreement"), along with any other terms and policies incorporated by reference, constitute a legal contract governing the use of the Pipefy Solution owned by **Pipefy, Inc.**, a Delaware corporation, with commercial address at San Francisco, CA, 548 Market St, PMB 96462, USA ("Pipefy"). The Customer accepts and agrees to the terms of these Terms by (i) clicking on a box indicating acceptance, (ii) executing a Purchase Order referencing these Terms, or (iii) using the Pipefy Solution, even if on a free or trial basis.

BY ACCEPTING THESE TERMS, THE CUSTOMER REPRESENTS THAT THEY HAVE FULL POWER TO CONTRACT AND TO BIND THE LEGAL ENTITY OR ENTITY THEY REPRESENT, OBLIGING IT TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE OR DO NOT HAVE AUTHORITY TO BIND THE COMPANY OR ENTITY, DO NOT ACCEPT THESE TERMS OR ACCESS/USE THE PIPEFY SOLUTION OR ITS SITES.

1. PIPEFY SOLUTION

1.1. The Pipefy Platform (also referred to as the "Pipefy Solution") is a cloud-based tool that enables the registered Legal Entity on the Pipefy website ("Customer") to automate and manage different types of processes through the use of existing templates or configurations of the Pipefy Solution. Users can utilize the Pipefy Solution or hire additional services, governed by specific terms. These Terms govern access to and use of the Pipefy Solution by Users and their authorized representatives.

1.2. Subject to Customer's compliance with these Terms and payment of the fees prescribed herein, Pipefy hereby grants Customer a non-exclusive and non-transferable subscription license ("License"), entitling Customer to access and use the Pipefy Solution identified and described in either the Virtual Account (defined below) or a Purchase Order. Customer acknowledges and agrees that any enhancements or upgrades to the Pipefy Solution, which may be made available to Customer throughout the Agreement Term shall be a part of the Pipefy Solution and shall be subject to these Terms and/or specific terms.

1.3. Customers may utilize the Pipefy Solution by acquiring a License for each authorized user ("User"), according to the different plans available on the Pipefy pricing page, at <https://www.pipefy.com/pricing/>. Customers and/or Users can commence utilizing the Pipefy Solution by creating an account to use and access the features of the Pipefy Solution ("Virtual Account"), either by registering on the Pipefy Website or by executing a Purchase Order, whichever occurs first. The right to access the Pipefy Solution shall remain effective throughout the Agreement Term.

1.3.1. Specific Functionalities per Plan. Pipefy reserves the right to offer different or specific functionalities and features for each plan. The essential features of each plan will be as described on the pricing page (<https://www.pipefy.com/pricing/>) in effect at the time the Customer contracts or renews the service. Additional features not listed on the pricing page may be modified, added, or removed at Pipefy's discretion.

1.3.2. Usage Limits and Additional Charges. The use of the Pipefy Solution, depending on the chosen plan, is subject to limits on the number of processes, users, cards, guests, interfaces, database records, storage, automation tasks, API calls, and customizable integrations, among other restrictions detailed in the link above. In the event of exceeding these limits, the Customer will be subject to charges for excess usage, additional packages and/or migration to a higher plan, as regulated by the other conditions of these Terms.

1.3.2.1. Additional Packages. Depending on availability, the Customer may purchase, by signing a Purchase Order, additional packages to extend the limits of the Pipefy Solution Plan, as well as certain Add-Ons, if purchased. For detailed information on package prices and conditions, the Customer should contact their Account Manager or Pipefy Support. The deductible for these packages is not cumulative and is renewed monthly according to the Agreement Term and payment cycle.

1.4. Administrator User ("Admin") and Account Administrator ("Super Admin"). The Customer bears sole responsibility for identifying each added User, and may, when necessary, transfer or modify these identifications and usage permissions. The Virtual Account shall be managed by at least one User with privileges designated as "Admin" or "Super Admin," as authorized by the Customer.

1.4.1. Admin. It holds, among other things, the capability to add new Licenses and Functionalities under conditions equivalent to those existing, as well as to create, monitor, or modify permissions of other Users, manage access, control, remove, or alter the Customer's data in whole or in part.

1.4.2. Super Admin. It holds all the privileges of the Admin, as well as the exclusive ability to create custom functions, manage service accounts and even edit the functions and permissions of the Customer's users within the Virtual Account dashboard.

1.4.3. Upon creating a User identification, the Customer shall be responsible for: (a) maintaining the security and confidentiality of User passwords and access credentials, ensuring they remain non-transferable and cannot be shared; (b) any and all action performed using the accounts of its Users, in particular those of the Admin and Super Admin; (c) ensuring that all Users are over eighteen (18) years old and are properly instructed to use the Pipefy Solution; and (d) immediately notifying Pipefy upon becoming aware of any unauthorized use or access to its Virtual Account and/or any violation of these Terms.

1.5. Additional Services and Features. The Customer may choose to acquire Additional Services and Features, 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 its data, subject to the conditions established in Annex IV hereto, if contracted; and/or (iii) Add-ons to the limits of the contracted plan, as well as additional users, or functionalities beyond the standard Pipefy Solution (the "Add-Ons"), such as the use of artificial intelligence ("Pipefy AI"), subject to the additional conditions available in Annex V, or, further, the access and use of the Digital Signature feature ("PipeSign"), subject to the additional conditions available in Annex VI.

1.5.1. Additionally, Pipefy may offer consulting services at no additional cost for eligible Plans to assist the Customer in optimizing the use of the Pipefy Solution. For this purpose, it may use non-confidential account information from the Customer in an anonymized manner, aiming to improve the Pipefy Solution, identify usage trends, and share aggregated insights with the Customer.

1.6. Minimum Franchise and Excess of Usage. In all cases, the initial number of Licenses, Services, Add-Ons, and Functionalities contracted, as specified in the Virtual Account and/or in the Purchase Order, must be maintained constant during the agreed term and will serve as the baseline amount that the Customer will be billed regardless of the actual usage (the "Minimum Franchise"). Pipefy is authorized to charge any excess over the License, Service, Add-Ons, and Functionality Franchises, and adjust the level of usage and for future charges, according to the new level used, regardless of approval, by sending prior notice at least 30 days before the start of the charge. Continued excess of usage will constitute acceptance of the new charging conditions.

1.6.1. Accounting and Billing for Automation. Automation jobs shall be charged on a monthly basis based on triggers, regardless of whether the action has been carried out. In other words, each time a trigger is activated, even if the action is not executed due to conditionals, the trigger will be counted. Detailed information on accounting for automations is available in the Help Center, accessible via: <https://community.pipefy.com/>. The Customer 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 shall be counted monthly based on the number of requests made by the Customer to APIs external to the Pipefy UI. Each HTTP request, including but not limited to data creation, read, update and delete operations, will be considered an API call. The accounting includes successful calls, in whole or in part, as well as the conditionals applied in the calls that directly influence the API's processing and response. Detailed information on accounting for API calls is available in the Manual. The Customer agrees that use of the Pipefy Solution implies acceptance of these accounting conditions and usage limits.

2. RESPONSIBILITIES

2.1. Pipefy Responsibilities. Pipefy agrees to:

- (a) make the Pipefy Solution available to the Customer uninterrupted, 24 hours a day, 7 days a week, in accordance with these Terms and the respective Purchase Order, when applicable;
- (b) provide support for the Pipefy Solution in accordance with the plan contracted by the Customer and under the terms set forth in Annex III (Pipefy Support Plans); and
- (c) Make commercially reasonable efforts to ensure 99.90% uptime for the Pipefy Solution, as set out in Annex II.

2.2. Customer Responsibilities. On its side, the Customer:

- a) shall be responsible for the proper use of the Pipefy Solution and faithful compliance with these Terms, both by themselves and their Users. They commit not to decompile, reverse engineer, or disassemble the Pipefy Solution or any technology encompassed therein ("Pipefy Technology"). Furthermore, they shall not attempt in any way to extract the source code of the Pipefy Technology or misuse Pipefy's Intellectual Property, whether registered or not;
- b) shall be responsible for the accuracy, quality, and legality of the information, data, files, texts, images, personal information, or any other content, whether owned by themselves or by third parties ("Customer Data") provided to Pipefy for registration and billing purposes, and/or inserted into the Pipefy Solution for usage purposes; as well as for the means through which such data was acquired. The use of the Pipefy Solution to process defamatory, illegal, or unlawful content, and/or in violation of the privacy or intellectual property rights of third parties, is strictly prohibited;
- c) shall use reasonable efforts to maintain the confidentiality of their access credentials, prevent direct or indirect access, or unauthorized use of the Pipefy Solution, and shall promptly notify Pipefy of any unauthorized access or use;
- d) shall use the Pipefy Solution in accordance with these Terms, applicable laws, and regulations, refraining from financing, funding, sponsoring, or in any way using the Pipefy Solution for the commission of any illegal activities, including but not limited to storing or transmitting Malicious Code, engaging in social engineering (*phishing*, *baiting*, etc.), sending unsolicited bulk email (*spam*), or disseminating appealing content or content that negatively affects the reputation of the Pipefy Solution or third parties. The Customer shall limit the use of the Solution to sending transactional

electronic communications strictly related to the process managed in the Pipefy Solution;

- e) shall comply with the terms of service of Non-Pipefy Applications they use and access along with the Pipefy Solution.
- f) shall not sell, resell, license, sublicense, distribute, rent, lease, or offer, in whole or in part, on their own behalf or on behalf of third parties, the Pipefy Solution; nor copy, reproduce, modify, create or develop derivatives of any part of the Pipefy Solution, its features, functions, online user guides, documentation, periodically updated help and training materials provided by Pipefy ("Documentation"), and/or User Interface; and
- g) shall not interfere with or disrupt the integrity or performance of any third-party tools or data contained therein.

3. BILLING AND PAYMENT

3.1. **Pricing.** Except for free plans or trials, the Customer shall pay for all amounts specified in the Purchase Order and/or Virtual Account, related to the Pipefy Solution, Professional Services, Add-Ons, and others, as applicable, regardless of actual usage, for the contracted term, which may be monthly, annually, or multi-year, as also specified in the Purchase Order and/or Virtual Account. The amounts are non-cancellable and non-refundable, and the Customer shall maintain the Minimum Franchise acquired during the Agreement Term. For all purposes, the volume accounted in the Virtual Account shall be considered for calculating excess usage in the contracted franchises.

3.1.1. The use of features, automations, or API calls beyond the limits established in the subscribed plan shall be automatically invoiced after prior notice from Pipefy. Such notice shall be sent 30 days in advance, detailing the excess usage and the additional costs. Continued use shall be deemed acceptance of the new charges.

3.2. **Taxes and Fees.** The amounts 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, banking fees, exchange fees, taxes, levies, charges, assessments, obligations, fees, and/or government charges of any kind whatsoever, are not included in the Solution Fees shall be paid solely by the Customer in addition to the Solution Fees. The Customer shall be responsible for collecting any taxes and/or fees of any kind, if applicable, regardless of their jurisdiction. Therefore, any such taxes/fees shall be considered as added to the subscription fees due from the Customer.

3.3. **Payment.** Pipefy will issue invoices either directly or through contracted third-party payment processors, based on the payment method and terms selected by the Customer at the time of purchase or contracting. If the selected payment method is a credit card, the Customer agrees that Pipefy may charge the card for payments due at the initial purchase, during renewals, for additional Users, or for any excess usage, as applicable. These charges may be processed in advance, annually, or according to the frequency specified in the Purchase Order or Virtual Account.

3.3.1. If a purchase order number is required for payment, the Customer must provide the number to Pipefy within 72 hours of receiving either the Purchase Order or the invoice, whichever occurs first. The purchase order number should be sent via email to billing@pipefy.com.

3.3.2. The customer may revoke the authorization for recurring credit card billing at any time. If they do so, an alternative payment method must be selected from those provided by Pipefy. Failure to do so may result in service suspension or cancellation after prior notification.

3.4. **Late Payment.** If any amount invoiced by Pipefy is not received by the due date, Pipefy, without waiving any other rights or remedies available to it at law or in equity, may (a) charge 1% late payment interest per month and a 2% penalty on the overdue amount; (b) require

shorter payment terms for future renewals and Purchase Orders; (c) reassess any discounts or bonuses previously granted ("Special Condition"); and/or (d) pursue administrative or judicial collection efforts, either directly or through third parties. The Customer will bear the responsibility and agree to cover all reasonable expenses related to the collection of the overdue amount, including procedural costs and attorney fees, where applicable.

3.4.1. **Suspension.** In the event of any overdue payment by the Customer, with 15 days for credit card payments, and 30 days or more for other forms of payment, Pipefy, in addition to its other rights, may accelerate future obligations, making them immediately due, and suspend the Pipefy Solution until full payment of these amounts is made. Except for Customers with payment declined by credit card or direct debit, Pipefy shall notify the Customer at least 5 days before suspending the Customer's access to the Pipefy Solution.

3.4.2. Suspension of Pipefy Solution does not release the Customer from the obligation to pay the amounts due, including the period of suspension, if the Services are subsequently reactivated.

3.5. **Payment via Partners.** If eligible, the Customer may make payments due to the Pipefy through previously authorized commercial Partners, provided they meet the eligibility conditions defined by Pipefy. Payments made through such Partners may be subject to processing fees, which could increase the originally anticipated amounts. Additionally, all amounts presented in the Purchase Order and/or Commercial Proposals will be tax-exclusive. Therefore, the Customer will be fully responsible for collecting any taxes applicable to the transaction, including but not limited to direct and indirect taxes, fees, contributions, and applicable charges under current legislation.

4. DATA PROTECTION

4.1. Pipefy shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Data processed by the Pipefy Solution. Such safeguards include but are not limited to, measures aimed at preventing unauthorized access or disclosure of Customer Data (except when authorized by the Customer or its Users to third parties) added into Pipefy Solution, as regulated in this Agreement, its Annex I - Data Processing Agreement ("DPA"), and Pipefy Privacy Policy, available at <https://www.pipefy.com/privacy-policy/>, which are integral and indispensable parts of this Agreement.

4.2. If Customer inputs or uploads to the Pipefy Solution any Customer Data containing personal information subject to the California Consumer Privacy Act of 2018 ("CCPA"), as amended, and any regulations promulgated thereunder, the CCPA Data Processing Addendum ("CCPA DPA") as regulated in the Appendix I, shall apply to both Customer and Pipefy with respect only to such processing of Customer Data.

5. CONFIDENTIALITY

5.1. Except as expressly stated otherwise in this Agreement, 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 should reasonably be understood to be confidential, given the nature of the information and the circumstances of the disclosure. For purposes of this Agreement, any of the following information exchanged between the Parties shall be deemed "Confidential Information," including but not limited to: (a) Customer Data; (b) the Pipefy Solution, Services, and Content; (c) the terms of this Agreement and all Purchase Orders (including prices); (d) business and marketing plans; (e) technical and technological information; and (f) product plans and business processes.

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

5.3. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can prove: (i) it legitimately possessed or knew before receiving the Confidential Information; (ii) became public through no fault of the Receiving Party; (iii) was lawfully received from a third party without breaking any confidentiality agreement; or (iv) was independently developed by the Receiving Party's employees who had no access to the Confidential Information. The Receiving Party may also disclose Confidential Information if required by law, regulation, or court order (but only as much as necessary to comply with such law, regulation, or court order, and with prior notice to the Disclosing Party).

6. LICENSES AND OWNERSHIP RIGHTS

6.1. **Intellectual Property Ownership.** The Customer acknowledges and agrees that:

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

6.1.2. Pipefy exclusively owns all rights, titles, and interests in the Pipefy Solution, including Add-Ons, Services, and Features, as well as all related Intellectual Property Rights. The Customer's use of the Pipefy Solution is subject to the limited license granted under these Terms.

6.1.3. The Customer hereby unconditionally and irrevocably assigns to Pipefy or its designee all rights, titles, and interests in any Intellectual Property Rights that the Customer may hold or acquire in the future, relating to the Pipefy Solution (including any rights in derivative works or patent improvements connected to the Pipefy Solution), whether obtained through legal processes, contracts, assignment, or otherwise. Pipefy will retain sole ownership of all Intellectual Property Rights relating to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other person relating to the Pipefy Solution, which are hereby assigned to Pipefy. The Customer undertakes not to copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under this Agreement.

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

6.3. **Customer Cooperation and Notice of Infringement.** During the Agreement Term, Customer shall take commercially reasonable steps to:

- a) take reasonable measures to safeguard the Pipefy Solution (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;

- b) at Pipefy's expense, take all such steps as Pipefy may reasonably require assisting Pipefy in maintaining the validity, enforceability, and Pipefy's ownership of the Intellectual Property Rights in the Pipefy Solution;
- c) promptly notify Pipefy in writing if the Customer becomes aware of: (i) any actual or suspected infringement, misappropriation, or other violation of Pipefy's Intellectual Property Rights in or relating to the Pipefy Solution; or (ii) any claim that Pipefy Solution, including any production, use, marketing, sale or other disposition of the Pipefy Solution, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any person; and
- d) fully cooperate with and assist Pipefy in all reasonable ways in the conduct of any action by Pipefy to prevent or abate any actual or threatened infringement, misappropriation or violation of Pipefy's rights in, and to attempt to resolve any actions relating to Pipefy Solution.

6.4. Reservation of Rights. Pipefy reserves all the rights, title, and interest relative to the services, including intellectual property rights, related to the Pipefy Solution, Professional Services, and/or related contents, as well as any updates, upgrades, extensions, components, and derivative products, even if such cases originate from comments or feedback from the Customer, without any payment of royalties and/or obligations from Pipefy to the Customer being due. Pipefy reserves the right to seek injunctive relief in any court of competent jurisdiction to prevent violations of its Intellectual Property.

6.5. Commercial References. Pipefy may use the Customer's name and logo exclusively for commercial reference purposes on its website or restricted marketing materials, provided, however, that any other use of the Customer's name or logo by Pipefy shall require Customer's prior written consent. The Customer may revoke this right at any time per section 15.6 (Notices).

7. NON-PIPEFY APPLICATIONS AND INTEGRATIONS

7.1. The Customer may choose to acquire 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 acquisition by the Customer of such products or services, and any exchange of Data with Non-Pipefy Applications, shall occur solely at the Customer's and the applicable third party's risk and responsibility. Pipefy does not guarantee or provide support for Non-Pipefy Applications, whether designated as "certified" or otherwise, as well as those billed in conjunction with the Pipefy Solution. Pipefy is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such Non-Pipefy Application or its provider, and the Customer is subject to the terms and conditions and privacy policy of the applicable third party.

8. WARRANTIES OF PIPEFY SOLUTION

8.1. Limited Warranties. Pipefy warrants that: (a) during the Term of the Agreement, the Pipefy Solution will operate, in all material respects, in accordance with the applicable Documentation; and (b) any Professional Services provided to the Customer will be performed in a professional and competent manner.

8.2. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, the Pipefy Solution, any Professional Services, Features, and/or Add-Ons are provided "AS IS" and "AS AVAILABLE." Pipefy disclaims all other warranties, whether express, implied, statutory, or otherwise, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Pipefy does not warrant that the Pipefy Solution or the Services will be error-free or uninterrupted, nor that all defects will be corrected.

8.3. The Customer agrees that its License and acquisition of the Pipefy Solution are not subject to any expectations related to: (i) access to the Pipefy Solution beyond the Agreement Term; (ii) the release of new features beyond those already available in the Pipefy Solution; or (iii) any public comments, whether oral or written, made by Pipefy regarding potential future

functionalities or features.

8.4. **Beta Solutions.** Occasionally, Pipefy may offer the Customer the opportunity to try new services and/or products designated as beta, limited edition, pilot, or other "Beta Solutions" at no charge. These Beta Solutions may not be available to all Customers or included in the standard Pipefy Solution. The Customer may accept or refuse, at its sole discretion, to participate in such tests. Beta Solutions may be incomplete and subject to additional terms. Pipefy reserves the right to discontinue Beta Solutions at any time or, after the trial period, to offer them as full products under different commercial conditions. Pipefy shall have no liability for any damage or injury arising out of or in connection with a Beta Solution.

8.5. **Security Discontinuance.** Pipefy may immediately discontinue any Feature, whether essential or not, if it identifies significant security risks, including but not limited to vulnerabilities that compromise the integrity, confidentiality, or availability of Customer data or the Pipefy Solution, imminent or ongoing cyber threats, misuse of Feature by third parties, conflicts with regulatory or legal requirements, or critical failures that could result in data breaches. In such situations, Pipefy will notify the Customer as soon as possible, provide general information about the identified risk without compromising the security of the Solution, and take measures to resolve the issue and restore functionality when possible. The Customer acknowledges that such actions, when justified by security reasons, do not constitute a breach of contract, and Pipefy may restrict technical details about vulnerabilities to protect the integrity of the Solution and its users.

9. TERM AND TERMINATION RIGHTS

9.1. **Agreement Term and Renewal.** Unless otherwise provided in the applicable Purchase Order, upon the expiration of each Term of the Agreement, this Agreement shall automatically renew for successive periods of equal duration. The number of Licenses, Services, and Optional Features for the renewal term shall be based on the initially contracted volume or the volume in effect at the end of the current term, whichever is greater.

9.1.1. **Notice for Non-Renewal or Downgrade.** Automatic renewal shall not occur if the Customer notifies Pipefy of its intention not to renew the Agreement or to perform a Downgrade, observing the following minimum advance notice periods:

- (a) for monthly Terms of the Agreement: notice must be sent at least thirty (30) days in advance;
- (b) for annual or multi-year Terms of the Agreement: notice must be sent at least sixty (60) days in advance.

9.1.2. **Notice Procedure.** Such notice must be provided exclusively by completing the form available at: <https://app.pipefy.com/public/form/XqTumhKQ>. In the absence of notice sent within the stipulated time and manner, the Agreement shall automatically renew under the conditions set forth in this clause

9.1.3. Unless expressly stated otherwise, if the Customer has received a special commercial condition, the Customer acknowledges that the current list prices shall apply upon renewal and Pipefy shall not be bound by any discounts or bonuses granted during the term of the previous agreement.

9.2. **Adjustment.** Pipefy may adjust the Client's fees annually to account for factors such as inflation, investments in product development and enhancements, and other operational and maintenance costs associated with its software services. The annual price adjustment will be capped at 7% (seven percent) and the Client will be notified in writing (including electronically) at least 30 (thirty) days in advance. This adjustment will

become effective upon the renewal of the subscription or, for contracts exceeding 12 months, on the anniversary of the contract date.

9.3. Changes to Plans and Price Lists. In the exercise of its self-management and with due regard for free enterprise and competition, Pipefy may, with thirty (30) days' notice, revise its Plans and Price lists available at: www.pipefy.com/pricing/. Any changes will only come into force on the date of renewal of the Agreement. The price changes shall be deemed to have been accepted if the Customer continues to use the Pipefy Solution under the new terms and conditions.

9.4. Changes to Features: Any significant changes to the features of the Pipefy Solution will be communicated and implemented per the process described in section 9 of these Terms.

9.5. Termination for Cause. Either Party may terminate this Agreement early, with immediate effect (such termination constituting termination for "Cause"), exclusively in the following circumstances: (a) if a material breach of obligations under these Terms is not remedied within ten (10) business days after written notice by the Non-breaching Party to the Breaching Party, or another mutually agreed-upon period for remedy; (b) if either Party ceases its commercial operations or enters into bankruptcy or any other insolvency proceedings, such as judicial liquidation; (c) in the event of a criminal conviction issued by a competent court against either Party; or (d) in the event of unforeseeable circumstances or force majeure lasting more than thirty (30) consecutive days, making it impossible to continue performing the agreement.

9.5.1. If the Customer requests termination of this Agreement for Cause, in accordance with Section 9.5, Pipefy shall refund the Customer proportionally for any prepaid fees covering the unused portion of the Contract Period.

9.6. Effects of Termination. In any case of expiration or termination of these Terms, the Parties shall cease using and destroy all Confidential Information any Party has received under this Agreement, confirming such destruction to the Disclosing Party as requested by the other Party. The Customer's access to their Data in the Pipefy Solution will be terminated immediately upon termination and purged as regulated in Annex I. The Customer shall ensure that its Data is properly exported during the applicable Agreement Term.

9.7. Survival. The rights and obligations contained in the Sections of this Agreement titled "Fees and Payment — Section 3", "Indemnification — Section 13", "Non-Pipefy Applications — Section 7", "Licenses and Ownership Rights — Section 6", "Confidentiality — Section 5", "Limitation of Liability — Section 12", and "General Provisions — Section 15" shall survive any termination or expiration of these Terms.

10. LIMITATION OF LIABILITY

10.1. NEITHER PARTY NOR THEIR SUPPLIERS WILL BE LIABLE for any consequential, incidental, special, indirect, or exemplary damages related to or resulting from the use or inability to use the Pipefy Solution, products, services, or information, or from the provision or failure to provide support services. This includes, but is not limited to, lost profits, loss of data, business interruption, personal injury, failure to fulfill any duty, or any other financial or non-financial loss. These limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy. IN ALL CASES, INCLUDING THOSE INVOLVING DIRECT OR GENERAL DAMAGES, THE LIABILITY OF THE PARTIES AND THEIR SUPPLIERS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OR THE AMOUNT EFFECTIVELY PAID BY THE CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, whichever is less. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONTRACTED PRICES

REFLECT THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY REGULATED HEREIN.

10.2. Exceptions to this limitation are cases of damage arising from intentional misconduct, gross negligence, willful misconduct, infringement of intellectual property by either Party and the payment obligations regulated in Section 3. Pipefy shall not be liable for interruptions or failures arising from causes beyond its reasonable control or from events of force majeure.

11. INDEMNIFICATION

11.1. Subject to the provisions of Section 11.1, each Party agrees to indemnify the Non-breaching Party and its Affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, losses, expenses, or reasonable costs (collectively, 'Losses') arising from third-party claims for which the Breaching Party is proven liable. Pipefy will indemnify the Customer for claims related to the infringement of third parties' intellectual property rights in the Pipefy Solution, provided that the Pipefy Solution is used under these Terms, except in cases where the Pipefy Solution is modified by the Customer, used in conjunction with non-Pipefy Applications, or involves infringements related to Customer Data and/or external events that lead to indemnification obligations for the Customer. Conversely, the Customer will indemnify Pipefy for any violations of these Terms or applicable law, infringement of third-party rights concerning Customer Data, as well as claims related solely to the operations of the Customer and its end users, independent of the Pipefy Solution.

11.2. For indemnification obligations under this Section to be applicable, the Non-breaching Party seeking indemnification must: (i) promptly provide written notice of the claim for which indemnification is sought, (ii) allow the Breaching Party to control the defense and/or settlement of the claim, provided that the Breaching Party does not enter into any monetary obligation or admission of liability without the prior explicit consent of the Non-breaching Party, and (iii) reasonably assist in the defense or settlement at the request and expense of the Breaching Party.

12. PURCHASES THROUGH A RESELLER (IF APPLICABLE)

12.1. This Section applies **only if the Customer acquires the Pipefy Solution and/or Additional Services through a certified and duly authorized Reseller Partner** to commercialize Pipefy licenses and services ("Reseller").

12.2. In case of any conflict between these Terms and the contract established between the Customer and the respective Reseller, including any purchase order ("Reseller Agreement"), these Terms shall prevail between the Customer and Pipefy. Any rights granted to the Customer and/or any other User in the Reseller Agreement that are not covered by these Terms shall apply exclusively in relation to the Reseller, and it is the Customer's responsibility to seek redress, exercise, or fulfill these rights solely with the Reseller.

12.2.1. The Reseller is not authorized to modify these Terms and/or make any promises or commitments on behalf of Pipefy. Pipefy shall not be bound by any obligations to the Customer other than those set out in these Terms.

12.3. The Customer's and its Users' access to the Pipefy Solution is subject to the Reseller passing on the Fees applicable to Pipefy, paid by the Customer to the Reseller. Pipefy reserves the right to suspend or terminate the rights to use the Pipefy Solution if it does not receive the corresponding payment from the Reseller.

12.3.1. In the event of refunds, Pipefy will refund any applicable fees to the Reseller, who in turn will be solely responsible for refunding any amounts to the Customer.

- 12.3.2. The amount passed on by the Reseller to Pipefy for the use of the Pipefy Solution shall be deemed to be the amount effectively paid by the Customer for the purposes of calculating the limitation of liability.
 - 12.3.3. Pipefy reserves the right, upon thirty (30) days prior notice, to start charging the Fees directly from the Customer.
 - 12.3.4. The details of the Purchase Order (plan, number of users, agreement term, among others) will, as indicated in the Purchase Order, be carried out by the Reseller with Pipefy, on behalf of the Client, and the Reseller will be solely responsible for the accuracy of any Purchase Order communicated to Pipefy, as well as for the payment of any taxes levied.
- 12.4. **Reseller as Administrator User.** The Customer shall be solely responsible for determining whether the Reseller may act as an Administrator User and for any rights or obligations related thereto in its applicable contract with the Reseller. In addition, the Customer shall be solely responsible for any access by the Reseller to its accounts and its User accounts, as well as to its Data.

13. GENERAL PROVISIONS

- 13.1. **Entire Agreement.** These Terms, along with their annexes and Purchase Order, are deemed to constitute the entire understanding between the Customer and Pipefy and supersede all prior agreements, proposals, terms, or statements, whether written or oral, concerning their subject matter.
- 13.2. **Interpretation and Order of Precedence.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be as follows: (1) the applicable Purchase Order, (2) these Terms and their Annexes, and (3) the Documentation referenced herein.
- 13.3. **Amicable Dispute Resolution.** The Parties agree to seek prior extrajudicial resolution of any dispute, doubt, or litigation arising from this Agreement, including its interpretation or execution. The aggrieved Party shall notify the other Party of the conflict, making every effort to resolve the matter jointly.
- 13.4. **Jurisdiction and Applicable Law.** If the Customer is domiciled outside of Brazil, the terms of these Terms shall be governed and interpreted by the laws of the State of California, USA. In the event that the Parties are unable to resolve any disputes that may arise out of court, pursuant to Section 15.3, the Parties irrevocably and unconditionally elect the exclusive jurisdiction of the Courts of San Francisco, California, USA. If the Customer is domiciled in Brazil, the 'Foro Central da Comarca de Curitiba' (Central Court of the Judicial District of Curitiba), PR, Brazil, shall be elected for the resolution of any disputes, doubts of interpretation, or claims arising from or related to these Terms, waiving any other jurisdiction, however privileged it may be.
- 13.5. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a Party, including, but not limited to, cyber-attacks on the Pipefy Solution, or technical failures or interruptions significantly affecting the infrastructure or systems used to provide the Pipefy Solution, interruption or failure of any other essential service, failures in third-party hosting services, natural disasters, strikes, riots, fires, acts of God, war, terrorism, and acts of government.
- 13.6. **Notices.** Except as otherwise provided in these Terms, all notices, permissions, and approvals shall be in writing and shall be deemed delivered on the first business day following the sending of an email to the email address registered by the Customer as the Virtual Account administrator. Billing-related communications shall be sent to the Customer through the billing contact designated by the Customer. All notices and/or communications to Pipefy, whether

provided for in these Terms or not, shall be sent to the following email addresses:

- (i) **Financial Matters:** finance@pipefy.com;
- (ii) **Privacy and Information Security Matters and Reports:** dpo@pipefy.com;
- (iii) **Legal Matters:** legal@pipefy.com.

13.6.1. Pipefy may notify the Customer of general information about the use of the Pipefy Solution via the email address registered by the Customer in the Virtual Account. It is the Customer's responsibility to keep their contact details up to date in the Virtual Account.

13.7. **Assignment.** Except to a direct competitor, either Party may assign its rights or obligations under this Agreement due to a merger, acquisition, corporate reorganization, or substantial sale of all its assets, provided that prior written notice is given to the other Party, and the assignee fully assumes the obligations outlined in these Terms. The assignor shall remain liable for compliance with the obligations until the assignment is effectively completed.

13.8. **Compliance.** The Parties expressly declare that they are fully aware of and commit to the faithful observance of the applicable legal provisions, including, but not limited to, those related to the prevention and fight against corruption, activities related to the crimes of money laundering or concealment of assets and any acts that are linked to actions of personal favoritism, practice of acts that promote discrimination or violation of rights established by the applicable law. The Parties also undertake to adopt the best corporate governance and business ethics practices in all their operations. The Parties agree that if any illegal practice or breach of this clause or its sub-clauses is suspected, the Non-Breaching Party, at its sole discretion, shall have the right to unilaterally terminate the contractual relationship per Clause 9.5.

13.8.1. **Compliance Reporting Channel.** If the Customer becomes aware of any ethical or legal deviations involving Pipefy, they shall report them immediately through the Ethics Channel available at: <https://www.pipefy.com/compliance/>, with a view to evaluation, investigation, and application of any necessary measures.

13.8.2. **Social and Environmental Responsibility.** The Parties shall adopt appropriate measures to prevent, combat, and reduce significant environmental impacts that may result from activities carried out under these Terms. Liability for damages to the environment resulting from any violation by one of the Parties (the Breaching Party) of federal, state, and/or municipal environmental laws shall rest solely and fully with the Breaching Party, even if such damages arise from unforeseeable events or force majeure.

13.8.3. **Human Rights.** The Parties respect human rights and provide an inclusive work environment, acting without discrimination based on gender, race, or religion, considering the safety and health conditions required by law. The Parties undertake not to exploit, either directly or through the hiring of third parties, any form of child labor, forced labor, or labor analogous to slavery.

13.9. **Export Regulations.** The Pipefy Solution is subject to U.S. export control laws. The Customer shall not export, re-export, or make the Solution available in countries under U.S. embargo or to individuals or entities on U.S. restriction lists. The Customer must comply with all applicable laws and obtain necessary authorizations before any export. Use of the Pipefy Solution confirms that the Customer is not located in, under the control of, or a resident of an embargoed country or a restricted entity. The Solution may include encryption technology subject to U.S. regulations.

13.10. **Severability.** These Terms shall be applied to the fullest extent permitted by the applicable law. If any provision of these Terms or its Annexes is held to be invalid or

unenforceable, that part shall be enforced to the maximum extent permitted and shall not affect the enforceability of the other terms, the other provisions remaining in force.

13.11. Independent Contractors. The Parties are independent contractors. These Terms shall not be construed as any kind of partnership between the Parties or any form of association that would give either Party 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 features of the Pipefy Solution, for technical or legal reasons that Pipefy deems necessary, notifying the Customer in advance, which will take effect thirty (30) days after their publication, unless otherwise provided in Section 9. Continued use of the Pipefy Solution shall constitute full acceptance by the Customer of the changes.

13.13. No Waiver. The parties's failure to enforce any provision of these Terms and/or any of its Annexes shall not constitute a waiver of the right to do so at a later time.

13.14. Signatures. The Parties declare and agree that this Agreement may be signed electronically, through a proven reliable digital certificate and/or virtual acceptance. In the occurrence of any of these circumstances, the Parties acknowledge that the agreement will remain valid, effective, and constitute an enforceable extrajudicial title for all legal purposes.

IN WITNESS WHEREOF, the Parties have caused these Terms and Conditions for the 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.

8.1 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.
10. **Third-Party Applications.** If 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.
11. **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.
- 12. 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.
- 13. 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).
- 14. 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.

- 15. 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

1. 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.
2. 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", 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").
3. 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.
4. "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.
5. "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.

6. 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.
7. 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>.
8. 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.

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.

1. 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.

2. 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.

2.1. 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.

2.2. 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%
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%

3. Exceptions to Counting Downtime:

The following will not be considered downtime:

- Scheduled maintenance periods, updates or hardware replacement.
- 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.
- Improper or unauthorized use of the solution by the Customer, as defined in the Terms of Use.
- Planned downtime, as described in the Terms of Use.

4. 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 "Community" 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 Channel	Access to the Pipefy community	Chat	Chat	Exclusive queue
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	Business 100+ or 4800+ annual	Yes	Yes

		contract value		
Eligibility	All Plans	Business 100+ or 4800+ annual contract value	Any	Any

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 (Brasília 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

- 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.
- Access to an exclusive queue where requests are handled by senior analysts.
- Monthly alignment meetings and availability for meetings during urgent issues.
- Technical support on weekends in cases of high urgency.

2. Support included in Standard and higher plans includes:

- Updates to the Pipefy Solution during the applicable subscription period
- Troubleshooting issues related to the Pipefy API
- Root cause analysis
- Technical guidance on the Pipefy Solution
- Assistance with issues while using the Pipefy Solution
- Incident support - Troubleshooting the Pipefy Solution
- Bug identification and reporting*
- 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:

- **Features on Beta version,**
- Custom versions of the Pipefy Solution
- 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

- Support for third-party plugins or integrations and Non-Pipefy Applications
- Product training
- Support in languages other than English and Brazilian Portuguese
- Professional Services (implementation of the solution, process modeling, adjustments or consultancy for process modeling, among others)
- Bug fixes (coding)*
- Events external to Pipefy, such as: power outages, server and/or hardware malfunction, and/or the Client's internet connectivity
- Insertion, deletion and Change in Client's settings and Data
- 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:

- The functionality is inaccessible, the application performance is significantly impaired, or users' work functions are severely impacted.
- 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.

(iv) Aesthetic:

- The problem affects the user experience without directly impacting work functions.

- 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.

1. ST Plans:

Single Tenant Plans	
Plan	Plan Coverage
Starter	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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.

Enterprise	<ul style="list-style-type: none"> a) 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; b) Up to 9 million (9,000,000) automation jobs, defined as automation configurations executed in Pipefy's infrastructure within a month; c) 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

- a. All plans include an intermediate organization where API call volumes and automation job counts will be excluded from billing calculations.
- b. 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.

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:

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 and in the [Sub-processors List](#). 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. Operation Modes (Pipefy-Intermediated and BYO-LLM)

Pipefy AI may operate under two integration modes:

(a) Pipefy-Intermediated Mode: AI functionalities are provided by vendors contracted by Pipefy. These vendors are contractually obligated not to use **Customer Inputs** or **Outputs** to train models, observing the minimum necessary retention or **Zero Data Retention (ZDR)** when available.

(b) BYO-LLM Mode (Bring Your Own Large Language Model): The Customer may connect their own account with AI providers (such as OpenAI API, AWS Bedrock, Google Vertex, Azure OpenAI). In this mode, the Customer fully controls the relationship with the provider, including configuration, legal basis, encryption, and training policies, remaining solely responsible for data compliance and privacy.

Pipefy may, upon notice, dynamically route AI requests between providers and model versions ("**Model Routing**") without changing the applicable retention and training matrix. The Admin may fix providers, disable dynamic routing, and define regional or sensitive data blocking policies.

2. Personal Data (as defined in Annex I). By inputting personal data into Pipefy AI, the Customer authorizes Pipefy and its third-party providers to process such data in order to provide the contracted functionalities, in accordance with the provisions of the Agreement and Annex I (DPA). The Customer retains ownership of the input data ("Input") and the generated results ("Output"), collectively referred to as the "Content".

Pipefy does not use Customer Data to train AI models, whether in Pipefy-Intermediated mode or BYO-LLM mode. In Pipefy-Intermediated mode, Inputs and Outputs may be retained for up to 30 days only when technically necessary for operation and abuse prevention, and may be anonymized or subject to ZDR (Zero Data Retention), as applicable.

Pipefy undertakes to process all personal data in accordance with the principles of necessity, purpose, security, and transparency, adopting controls and technical measures equivalent to those provided for in the LGPD, GDPR, and other applicable regulations.

3. Data Security, Monitoring, and Processing. Customer Data is processed in real-time and encrypted in transit (TLS) and at rest (AES-256 or equivalent), ensuring the confidentiality and security of the information. Pipefy adopts security practices consistent with international standards, including ISO/IEC 27001 and ISO/IEC 27701, as well as automatic moderation mechanisms, DLP (Data Loss Prevention), and log auditing. Prompts and responses may be logged within the Customer's tenant for auditing, quality, and abuse detection purposes, adhering to the configured retention mode. Pipefy may monitor the use of Pipefy AI to prevent misuse, resolve technical issues, and maintain the operational security of the platform.

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. Outputs are generated by probabilistic models and may contain inaccuracies, biases, or hallucinations; human review is recommended before use in high-impact decisions. 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. In regulated sectors (such as insurance, finance, or the public sector), AI Outputs do not constitute an automated decision with legal effect; underwriting, coverage, or claims denial decisions must be reviewed and documented by a human being.

5.1. Restrictions. The Customer may not use Pipefy AI to: (a) develop or train competing models; (b) reverse engineer LLMs; (c) mislead third parties as to the origin of the Output; (d) infringe upon the rights of third parties, including intellectual property, privacy, or personal data; (e) generate offensive, discriminatory, illegal, fraudulent, phishing, spam, or malware content; and/or (f) process sensitive data without a legal basis and adequate controls.

Pipefy may suspend access to Pipefy AI in case of a violation of these restrictions or a risk to security.

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 must review and validate the Outputs before using them in a production environment or in relevant decisions.

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. Pipefy's total liability, where applicable, shall be limited to the amount proportional to the consumption of AI credits during the corresponding contractual period.

Pipefy shall not be liable for: (i) retention, training, or security policies adopted by LLM providers configured by the Customer (BYO-LLM mode); (ii) automated decisions made without Customer validation; (iii) content errors inherent to generative models.

9. Pricing. The use of Pipefy AI may be managed through AI credits, which are renewable monthly and non-cumulative. Excess credits will be charged according to the value established in the Purchase Order or the current price list. Pipefy may update the policy for credit consumption and billing upon prior notice, preserving transparency regarding prices and usage metrics.

9.1. Suspension of Services for Non-Payment: Pipefy may suspend access to Pipefy AI functionalities if the amounts due related to the exceeding use of AI Credits are not paid within the stipulated deadline. Prior to any suspension, the Customer will be duly notified to regularize the situation.

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.

12. AI Transparency and Governance. Pipefy shall maintain a public page ("AI Trust Page") containing information on: (a) providers and subprocessors utilized; (b) processing regions, retention, and no-training/ZDR policies; (c) encryption, logging, and administrative controls per plan; (d) auditing practices, DLP, and PII masking; and (e) best practices for the responsible use of AI.

Pipefy maintains an internal AI governance framework, with a committee composed of representatives from the Legal, DPO, Information Security, and Product departments, responsible for validating providers, reviewing risks, supervising technical and ethical compliance, and documenting decisions related to the adoption and use of AI models.

Internal and external audits may be conducted periodically to ensure compliance with this Annex, the DPA, and applicable data protection and security regulations.

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.