

# PIPEFY SOLUTION TERMS OF USE

Last updated: 08/10/2026

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

BY ACCEPTING THESE TERMS, THE CUSTOMER REPRESENTS THAT IT HAS FULL AUTHORITY TO CONTRACT AND TO BIND THE LEGAL ENTITY IT REPRESENTS TO COMPLIANCE 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 WEBSITES.

## 1. PIPEFY SOLUTION

1.1. The Pipefy Platform (also referred to as the “Pipefy Solution”) is a cloud-based tool that allows the registered legal entity (“Customer”) to automate and manage different types of processes, through the use of existing templates or configuration of the Solution, which may be performed by the User itself or through the engagement of additional services, governed by specific terms. These Terms govern access to and use of the Pipefy Solution by the User and its authorized representatives.

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

1.3. The Customer may use the Pipefy Solution by purchasing a License for each authorized user (“User”), according to the different plans available on the Pipefy pricing page, available at <https://www.pipefy.com/pt-br/precos/>, by creating an account to use and access the features of the Pipefy Solution (“Virtual Account”), registering on the Pipefy Website or executing an Order Form, whichever occurs first. The right to access the Pipefy Solution will remain valid throughout the Contract Term.

1.3.1. **Plan-Specific Features.** Pipefy reserves the right to offer different or specific features for each plan. The essential features of each plan will be those described on the pricing page (<https://www.pipefy.com/pt-br/precos/>) in effect at the time the Customer purchases 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.** Use of the Pipefy Solution is subject, depending on the plan chosen, to limits established for quantities of: processes, users, cards, guests, interfaces, database records, storage, automation tasks, API calls, customizable integrations, connections between processes, and others as set out at the link above. If these limits are exceeded, the Customer will be subject to charges for excess usage, additional packages, and/or migration to a higher plan, in accordance with the other conditions of these Terms.

**1.3.2.1. Precedence of Quantitative Limits.** The commercial name assigned to the plans (for example: “Starter,” “Business,” “Enterprise,” “Unlimited,” or similar) is for identification purposes only and does not imply, under any circumstances, the granting of unlimited resources or the absence of technical restrictions. The scope of the usage license is strictly limited to the quantities, volumes, seats, and metrics specified in the Order Form and in Pipefy’s Technical Documentation, which prevail over any commercial designation.

**1.3.2.2. Bonus Resources.** Any resources, volumes, or features granted to the Customer as a bonus, courtesy, or with a 100% (one hundred percent) discount in the Order Form will, for all legal purposes, be incorporated into the contracted usage allowance. Such resources are subject to the same usage monitoring, accounting, and overage billing rules set forth in this Agreement. If the bonus volume is exceeded, the overage rates then in effect or agreed upon in the purchase document will automatically apply.

**1.3.3. Additional Packages.** Subject to availability, the Customer may purchase, upon execution of an Order Form, additional packages to expand the limits of the Pipefy Solution Plan and, also, of certain Add-Ons, if purchased. For detailed information on prices and conditions for the packages, the Customer should contact its Account Manager or the Pipefy Support team. The allowance for such packages is not cumulative and renews monthly according to the term and billing cycle of the contract.

**1.4. Administrator User (“Admin”) and Account Administrator (“Super Admin”).** The Customer is solely responsible for identifying each User added, and may, when necessary, transfer or modify such identifications and usage permissions. The Virtual Account must be managed by at least one privileged User, designated as “Admin” and “Super Admin,” as authorized by the Customer.

**1.4.1. Admin.** Has, among others, the ability to add new Licenses and Features, with conditions equivalent to existing ones, in addition to creating, monitoring, or modifying other Users’ permissions, managing access, and controlling, removing, or altering the Customer’s data, in whole or in part.

**1.4.2. Super Admin.** Has all Admin privileges, plus the exclusive ability to create custom roles, manage service accounts, and edit the Customer’s users’ roles and permissions within the Virtual Account panel.

**1.4.3.** When creating a User ID, the Customer will be responsible for:

- a) maintaining the security and confidentiality of its Users’ passwords and access credentials, which are non-transferable and may not be shared;
- b) any and all actions performed using its Users’ accounts, in particular the Admin’s and Super Admin’s;
- c) ensuring that all Users are over 18 (eighteen) years of age and are duly instructed on the use of the Pipefy Solution; and
- d) notifying Pipefy immediately if it becomes aware of any unauthorized use of or access to its Virtual Account and/or any breach of these Terms.

**1.5. Optional Services and Features.** The Customer may choose to purchase Additional Services and Features, such as:

- (i) Professional Services, subject to the Professional Services Terms available at <https://www.pipefy.com/pt-br/termos-e-condicoes-servicos-profissionais/>;
- (ii) a Single Tenant Instance for hosting its data, subject to the terms of Annex IV, if purchased; and/or
- (iii) Add-ons to the limits of its plan, users, or features in addition to the Pipefy Solution’s standard offering (“Add-Ons”), such as the use of the artificial intelligence solution (“Pipefy AI”), subject to the additional terms available in

Annex V, or access to and use of the Digital Signature feature (“PipeSign”), subject to the additional terms available in Annex VI.

1.5.1. In addition, Pipefy may offer, at no additional cost for eligible Plans, consulting services to help the Customer optimize its use of the Pipefy Solution. For this purpose, Pipefy may use non-confidential information from the Customer’s account in anonymized form, with the goal of improving the Pipefy Solution, identifying usage trends, and sharing aggregated insights with the Customer.

1.5.1.1. Pipefy may collect and use: (i) usage data, telemetry, technical metrics, operational metadata, and aggregated or anonymized information related to use of the Pipefy Solution, for purposes of security, fraud prevention, support, performance analysis, improvement of the Pipefy Solution, feature development, internal statistics, and generation of aggregated insights; and (ii) Workflow Intelligence Data, as defined below, for the development and enhancement of Pipefy’s ontologies, blueprints, MCPs (Model Context Protocol), and proprietary process-intelligence models. For purposes of this item, ‘Workflow Intelligence Data’ means structural and behavioral process data — including flow architectures, configuration patterns, automation metadata, relationships between entities, execution patterns, and exceptions — that does not constitute Personal Data, Sensitive Data, or identifiable business content entered by the Customer (such as card text, documents, individual financial figures, or information subject to trade secrecy). Pipefy will not use identifiable Customer Data, Personal Data, or business content entered by the Customer for marketing, advertising, sale of data, training of third-party foundation models, or development of general-purpose AI models, except with the Customer’s prior, express, and specific authorization or when the data is effectively anonymized, in accordance with applicable law.

1.5.2. Migration, configuration, or implementation activities associated with the Pipefy Solution will be carried out based on the effort estimate contained in the Order Form or other applicable instrument, prepared taking into account the scope, assumptions, and information provided by the Customer at the time of contracting. Given the nature of these projects, if there is a change in scope, assumptions, or other circumstances affecting the initially estimated effort, the Parties will jointly review the need for additional effort. Any approved additional effort will be billed as set forth in the Order Form or applicable instrument.

**1.6. Minimum Commitment and Overage.** In all cases, the initial quantity of Licenses, Services, Add-Ons, and Features purchased, as specified in the Virtual Account and/or Order Form, must be kept constant throughout the agreed term (“Minimum Commitment”), and serves as the basis for billing regardless of actual use. Pipefy is authorized to charge for any overage of the Licenses, Services, Add-Ons, and Features allowances and to adjust it according to the new usage level for future billing, without requiring approval, by sending prior notice at least 30 days before billing begins. Continued use of the overage will be deemed acceptance of the new financial terms.

**1.6.1. Accounting for Automations.** Automation tasks are billed monthly based on automation triggers, regardless of whether the action is executed. That is, each time a trigger fires, even if the action is not executed due to conditions, the trigger will be counted. Detailed information on how automations are counted is available in the Help Center, accessible at: <https://help.pipefy.com/pt-BR/>. 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 are 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 create, read, update, and delete operations, will be considered an API call. The count includes fully or partially successful calls, as well as conditionals applied to calls that directly affect the processing and response of the API. Detailed information on how

API calls are counted is available in the Manual. The Customer agrees that use of the Pipefy Solution implies acceptance of these accounting conditions and usage limits.

**1.6.3. Sizing and Consumption Monitoring.** It is the Customer's sole responsibility to assess and size the volume of technical resources required for its operation (such as API calls, automation runs, connectors, and others), ensuring that the limits contracted in the Order Form are compatible with its actual demand. The Customer acknowledges that Pipefy's internal measurement and monitoring systems are the only valid records for purposes of usage accounting and overage assessment, prevailing over any estimates, simulations, or verbal or written projections not expressly formalized as guaranteed limits in the Order Form.

## **2. RESPONSIBILITIES OF THE PARTIES**

**2.1. Pipefy's Responsibilities.** Pipefy undertakes to:

- a) make the Pipefy Solution available to the Customer uninterruptedly, 24 hours a day, 7 days a week, in accordance with these Terms and the applicable Order Form, if any;
- b) provide support for the Pipefy Solution in accordance with the plan purchased by the Customer and the terms set forth in Annex III — Pipefy Support Plans; and
- c) use commercially reasonable efforts to ensure 99.90% uptime of the Pipefy Solution, in accordance with the provisions of Annex II.

**2.2. Customer's Responsibilities.** For its part, the Customer undertakes to:

- a) be responsible for the correct use of the Pipefy Solution and faithful compliance with these Terms, on its own behalf and on behalf of its Users, undertaking not to decompile, reverse engineer, or disassemble the Pipefy Solution or any technology encompassed therein ("Pipefy Technology"). It will further not attempt, in any way, to extract the source code of the Pipefy Technology or make improper use of Pipefy's Intellectual Property, whether registered or not;
- b) be responsible for the accuracy, quality, and legality of the information, data, files, texts, images, personal information, or any other content, whether its own or third parties', ("Customer Data") provided to Pipefy for registration and billing purposes, and/or entered into the Pipefy Solution for use purposes; as well as for the manner in which such Data was acquired, it being prohibited to use the Pipefy Solution to process defamatory, unlawful, and/or illegal content, or content that violates third parties' privacy or intellectual property rights;
- c) use reasonable efforts to maintain the confidentiality of its access credentials, prevent direct or indirect unauthorized access or use of the Pipefy Solution, and notify Pipefy immediately of any unauthorized access or use;
- d) use the Pipefy Solution in accordance with these Terms and applicable laws and regulations, refraining from financing, funding, sponsoring, or in any way using the Pipefy Solution to engage in any unlawful acts, including, but not limited to, storing or transmitting Malicious Code, engaging in social engineering practices (phishing, baiting, etc.), sending unsolicited bulk electronic communications ("spam"), or disseminating content that may harm the reputation of the Pipefy Solution or third parties. The Customer must limit use of the Solution to sending transactional electronic communications strictly related to the process managed within the Pipefy Solution;
- e) comply with the terms of service of Non-Pipefy Applications that it uses and accesses together with the Pipefy Solution;
- f) not sell, resell, license, sublicense, distribute, rent, lease, or offer, in whole or in part, on its own behalf or on behalf of third parties, the Pipefy Solution; nor copy, reproduce, modify, create, or develop derivative works of any part of the Pipefy Solution, its resources, functions, online user guides, documentation, help and training materials

periodically provided by Pipefy ("Documentation") and/or User interface; and

g) not interfere with or disrupt the integrity or performance of any tool or third-party data contained therein.

h) be fully responsible for the products, services, processes, decisions, communications, and services provided through the Pipefy Solution, including vis-à-vis its own customers, consumers, beneficiaries, insureds, end users, or any third parties interacting with the Solution ("Customer's Third Parties"). The Customer acknowledges that Pipefy acts exclusively as a provider of the Solution's technological infrastructure and does not participate in the execution, validation, approval, or management of the Customer's operations, nor does it have any legal relationship with the Customer's Third Parties. The Customer must take reasonable measures to identify itself as the sole party responsible for such operations and must not represent Pipefy as being responsible for its products, services, or processes, being fully liable for any claims, demands, or losses arising from its dealings with the Customer's Third Parties, except in cases of proven exclusive fault of Pipefy in the provision of the Solution.

### **3. BILLING AND PAYMENT**

**3.1. Fees.** Except for free plans or trials, the Customer will pay all amounts specified in the Order Form and/or Virtual Account relating to the Pipefy Solution, Professional Services, Add-Ons, and others, as applicable, regardless of actual use, for the contracted term, which may be monthly, annual, or multi-year, as also specified in the Order Form and/or Virtual Account. Amounts are non-cancelable and non-refundable (except as set forth in clause 9.5.1), and the Customer must maintain the Minimum Commitment purchased throughout the Contract Term. For all purposes, the volume recorded in the Virtual Account will be used to determine overage under the contracted allowances.

3.1.1. Use of features, automations, or API calls beyond the limits established in the contracted plan will be automatically billed following prior notice from Pipefy. Notice will be sent 30 days in advance, detailing the overage and the additional costs. Continued use will be deemed acceptance of the new fees.

**3.2. Taxes and Fees.** The amounts specified in the Order Form and/or Virtual Account are net amounts and will be processed in U.S. dollars ("Solution Fees"). The Solution Fees do not include any credit card, banking, or foreign exchange fees, taxes, duties, contributions, levies, obligations, fees, and/or government charges of any kind, and, where applicable, such fees must be collected and paid exclusively by the Customer in addition to the Solution Fees, regardless of the Customer's jurisdiction of residence. Accordingly, such taxes/fees will be deemed added to the subscription amounts owed by the Customer.

**3.3. Payment.** Pipefy will issue invoice(s), directly or through contracted third parties for payment processing, to be paid in accordance with the payment method and term selected by the Customer at the time of contracting. If the payment method is a credit card, the Customer hereby expressly authorizes Pipefy to charge the credit card for amounts due for the initial contract, renewals, additional Users, and/or overage, as applicable. Charges may be made in advance, annually, or according to the frequency indicated in the applicable Order Form and/or Virtual Account.

3.3.1. If a purchase order number is required for an invoice to be paid, the Customer must provide such purchase order number to Pipefy by emailing [billing@pipefy.com](mailto:billing@pipefy.com) within 72 hours of receiving the Order Form or the invoice issued by Pipefy, whichever occurs first.

3.3.2. The Customer may, at any time, revoke the authorization for recurring credit card billing, in which case it must choose another payment method offered by Pipefy, under penalty of suspension or cancellation of the

services following prior notice.

**3.4. Late Payment.** If any amount invoiced by Pipefy is not received by the due date, Pipefy, without prejudice to other remedies available to it, may (a) apply late-payment interest of 1% per month and a penalty of 2% on the overdue installment amount; and/or (b) condition future renewals and Order Forms on more restrictive terms and payment conditions, upon prior notice to the Customer; and/or (c) review any discounts and bonuses granted (“Special Condition”) for the then-current contract period; and/or (d) pursue administrative or judicial collection, directly or through third parties, with the Customer being responsible for bearing all reasonable expenses related to collecting the overdue amount, including court costs and attorneys’ fees, where applicable.

**3.4.1. Suspension.** In the event of any overdue Customer payment — 15 days for credit card payments, and 30 days or more for other payment methods — Pipefy, in addition to its other rights, may accelerate future obligations, making them immediately due, and suspend the Services until such amounts are paid in full. Except for Customers whose credit or direct-debit card payment was declined, Pipefy will notify the Customer at least 5 days in advance of the delinquency before suspending the Customer’s access to the Pipefy Solution.

**3.4.2.** Suspension of the Pipefy Solution does not exempt the Customer from the obligation to pay amounts owed, including for the suspension period, if the Pipefy Solution is later reactivated.

**3.5. Payment via Partners.** The Customer, if eligible, may make payments owed to Pipefy through pre-approved commercial Partners, provided it meets the eligibility conditions defined by Pipefy. Payment through such Partners may be subject to processing fees, which may increase the amounts originally provided for. In addition, all amounts shown in the Order Form and/or in Commercial Proposals are net of taxes. Accordingly, the Customer will be solely responsible for the payment of any taxes on the transaction, including, but not limited to, direct and indirect taxes, fees, contributions, and applicable charges, in accordance with applicable law.

## **4. DATA PROTECTION**

**4.1.** Pipefy will maintain adequate 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 designed to prevent unauthorized access to or disclosure of Customer Data (except where authorized by the Customer or its Users to third parties) entered into the Pipefy Solution, as governed by these Terms, its Annex I — Data Protection (“DPA”), and the Pipefy Privacy Policy, available at <https://www.pipefy.com/pt-br/politica-de-privacidade>, which are integral and indispensable parts of these Terms.

## **5. CONFIDENTIALITY**

**5.1.** Except as otherwise provided in these Terms, each Party agrees that all information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure — including, but not limited to, Customer Data; information about the Solution, Services, or Pipefy Content, as well as these Terms and all Order Forms (including pricing), business and marketing plans, technical and technological information, and product plans and designs and business processes disclosed by such party — is considered “Confidential Information.”

**5.2.** Except as expressly authorized herein, the Receiving Party (i) will keep Confidential Information confidential and will not disclose it to third parties, and (ii) will not use Confidential Information for any purpose other than

performing its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives who have a legitimate need to know, provided they are bound by confidentiality obligations no less protective of the Disclosing Party than this Section 5, and the Receiving Party remains responsible for their compliance with these terms.

5.3. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was already legitimately in its possession or known to it prior to receipt of the Confidential Information; (ii) is or becomes publicly known through no fault of the Receiving Party; (iii) was rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) was independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if required to do so by regulation, law, or court order (but only to the minimum extent necessary to comply with such regulation or order, and with prior notice to the Disclosing Party).

## **6. LICENSES AND OWNERSHIP RIGHTS**

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

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

6.1.2. Pipefy is the sole and exclusive owner of all rights, titles, and interests in the Pipefy Solution, Add-Ons, Blueprints made available by Pipefy, proprietary ontologies, workflow-intelligence models, knowledge-graph databases, and proprietary MCPs, and other Services and features, including all related Intellectual Property Rights, subject only to the limited license granted to the Customer under these Terms.

6.1.3. The Customer acknowledges and agrees that Pipefy is and will remain the sole owner of all its rights, titles, and interests in the Pipefy Solution (including any rights in derivative works or patent improvements related thereto), whether held or acquired by operation of law, contract, assignment, or otherwise. Pipefy holds all Intellectual Property Rights related to the Pipefy Solution, including, but not limited to, any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the Customer, or by any other person in connection with the Pipefy Solution, which are considered voluntary contributions to Pipefy. The Customer undertakes not to copy, distribute, reproduce, or use any element of the Pipefy Solution or of Pipefy's Intellectual Property Rights.

6.1.4. For clarity, any tools, scripts, reusable components, templates, Blueprints, Add-Ons, connectors, accelerators, methodologies, standardized configurations, automations, technical documentation, and other assets or artifacts developed, created, or used by Pipefy in the context of implementation, migration, integration, support, or provision of the Services will remain the exclusive property of Pipefy, even if used or configured for the Customer's benefit, and will not constitute any assignment, transfer, or additional license of intellectual property rights beyond that expressly provided for in these Terms.

**6.2. No Implied Rights.** Except for the limited rights and licenses expressly granted in these Terms, nothing herein grants, by implication, waiver, estoppel, or otherwise, to the Customer or any third party, any Intellectual

Property Rights or other right, title, or interest in the Pipefy Solution or any other services, software, or content provided under these Terms.

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

- a) protect the Pipefy Solution (including all copies thereof) against infringement, misappropriation, theft, misuse, or unauthorized access;
- b) at Pipefy's expense, take all steps Pipefy may reasonably require to help Pipefy maintain the validity, enforceability, and Pipefy's ownership of the Intellectual Property Rights in the Pipefy Solution;
- c) immediately 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 the Pipefy Solution; or (ii) any claim that the Pipefy Solution, including any production, use, marketing, sale, or other disposition thereof, 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 mitigate any actual or threatened infringement, misappropriation, or violation of Pipefy's rights, and attempt to resolve any actions related to the Pipefy Solution.

**6.4. Reservation of Rights.** Pipefy reserves all rights, title, and interest, including intellectual property rights, in the Pipefy Solution, Services, and/or related Content, as well as any updates, upgrades, extensions, components, and derivative products, even if such items originate from Customer comments or feedback, without any obligation to pay royalties or other amounts to the Customer. Pipefy reserves the right to seek injunctive relief in any court of any jurisdiction to prevent infringement of its Intellectual Property.

**6.5. Commercial References.** Pipefy may use the Customer's name and logo solely for commercial reference purposes and to publish use cases on its website and/or marketing materials, and is prohibited from other uses without the Customer's consent. The Customer may revoke this right at any time, in accordance with item 13.6 (Notices), in which case Pipefy will discontinue such use within a commercially reasonable period, except for materials already produced, archived, or difficult to remove immediately.

## **7. NON-PIPEFY APPLICATIONS AND INTEGRATIONS**

7.1. The Customer may choose to purchase third-party products or services in connection with the Pipefy Solution, including, but not limited to, any type of integrated third-party software application ("Non-Pipefy Applications" or "Apps"). Any purchase by the Customer of such products or services, and any exchange of Data with Non-Pipefy Applications, will occur under the sole responsibility of the Customer and the applicable third party. Pipefy does not warrant or support Non-Pipefy Applications, products, or services, whether or not designated as "certified" or otherwise, nor whether billed together 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 will be subject to the applicable third party's Terms and Conditions and Privacy Policy. Pipefy also will not be responsible for failures, unavailability, or delays arising from products, services, integrations, or activities performed by third parties, including Non-Pipefy Applications and partners engaged by the Customer for implementation, migration, or data transfer services.

## **8. WARRANTIES OF THE PIPEFY SOLUTION**

8.1. **Limited Warranties.** Pipefy warrants that: (a) during the Contract Term, the Pipefy Solution will perform, 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 CLAUSE 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 FREE OF DEFECTS OR ERRORS, OR THAT ALL DEFECTS WILL BE CORRECTED.

8.3. The Customer agrees that its License and purchase of the Pipefy Solution are not conditioned on any expectation regarding:

- a) access to the Pipefy Solution beyond the contracted term;
- b) delivery of any new features in addition to those already existing in the Pipefy Solution; or
- c) any public statement, oral or written, made by Pipefy regarding possible features or characteristics to be developed.

8.4. **Beta Solutions.** From time to time, Pipefy may invite the Customer to try, free of charge, new services and/or products made available and designated as beta, limited edition, pilot, or other designation (“Beta Solutions”), which may or may not be available to other Customers and/or included in the standard Pipefy Solution. The Customer may accept or decline, at its sole discretion, to participate in such trials. Beta Solutions may be incomplete and subject to additional terms. Pipefy may discontinue Beta Solutions at any time, at its sole discretion, or turn a Beta Solution into an effective product subject to different commercial terms after the trial period ends. Pipefy will have no liability for any damage or loss arising from or related to a Beta Solution.

8.5. **Discontinuation for Security Reasons.** Pipefy may immediately discontinue any feature, whether essential or not, if it identifies serious security risks, including, but not limited to, vulnerabilities that compromise the integrity, confidentiality, or availability of the Customer’s data or the Pipefy Solution, imminent or ongoing cyber threats, misuse of the 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, will provide, whenever feasible, general information about the identified risk without compromising the security of the Solution, and will take measures to resolve the issue and restore the feature, when possible. The Customer acknowledges that such actions, when justified for security reasons, do not constitute a breach of contract, and Pipefy may restrict technical details about the vulnerabilities to protect the integrity of the Solution and its users.

8.6. **Artificial Intelligence Features.** The Pipefy Solution may include features based on artificial intelligence, advanced automation, predictive or generative models, or similar technologies (“AI Features”), which are assistive and probabilistic in nature. The Customer is solely responsible for reviewing, validating, and approving the results generated before using them in decisions, communications, processes, or operations, particularly when they may produce legal, financial, regulatory, labor, commercial, or other significant effects on third parties. AI Features do not replace human judgment, professional advice, or the Customer’s own legal, regulatory, technical, or business validations, and the specific terms set forth in Annex V also apply.

## 9. TERM AND CANCELLATION

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

9.1.2. **Notice of Non-Renewal or Downgrade.** Automatic renewal will not occur if the Customer notifies Pipefy of its intent not to renew the Agreement or to Downgrade, observing the following minimum advance notice periods:

(a) for monthly Contract Terms: notice must be sent 30 (thirty) days in advance.

(b) for annual or multi-year Contract Terms: notice must be sent 60 (sixty) days in advance.

9.1.3. **Notice Procedure.** Notice must be given exclusively by completing the form available at:

<https://app.pipefy.com/public/form/XqTumhKO>. In the absence of notice sent within the time and manner stipulated, the Agreement will automatically renew in accordance with this clause.

9.1.4. Unless expressly stated otherwise, if the Customer has received a special commercial condition, it acknowledges that upon renewal the then-current list prices will apply, and Pipefy will not be bound by any discounts or bonuses granted during the prior contract term.

9.2. **Price Adjustment.** Pipefy will, annually, adjust the amounts owed by the Customer to reflect variations resulting from inflation, investment in development and evolution of its products, and other costs inherent to the maintenance and operation of its software business. The adjustment percentage will be capped at up to 7% (seven percent) per year, and must be communicated to the Customer in writing (including electronically) at least 30 (thirty) days in advance. The adjustment will take effect on the renewal date of the contracted subscription or, for contracts with a term exceeding 12 (twelve) months, on the respective contract anniversary.

9.3. **Changes to the Price List.** In exercising its business autonomy and with regard to free enterprise and competition, Pipefy may, upon prior notice of 30 (thirty) days, revise its Plans and Pricing table available at: [www.pipefy.com/pt-br/precos/](http://www.pipefy.com/pt-br/precos/). Any changes will take effect only on the Agreement's renewal date. Price changes will be deemed accepted if the Customer continues to use the Pipefy Solution under the new terms and conditions.

9.3.1. **Changes to Plans and SKUs.** Pipefy may, upon notice, discontinue specific plans or SKUs from its portfolio. In such cases, continuity of the Services after the end of the then-current Contract Term will be conditioned on the Customer migrating to the plans and prices in effect in Pipefy's Price List at the time of renewal. Renewal of the Agreement does not guarantee that commercial conditions of discontinued or promotional plans from prior cycles will be maintained. The notice provided for in this clause may be given individually, in the context of contract renewal discussions.

9.4. **Changes to Features.** Any material changes to the Pipefy Solution's features will be communicated and implemented in accordance with the process described in Section 9 of these Terms.

9.5. **For-Cause Termination.** The Parties may terminate the contract early, as a matter of right, exclusively in the following circumstances:

a) in the event of a proven material breach of the obligations set forth in these Terms, not cured within 10 (ten) business days after written notice from the Non-Breaching Party to the Breaching Party, or such other period mutually agreed for cure;

b) if either Party ceases its business operations or enters into bankruptcy or any other insolvency-related proceeding, such as judicial liquidation; and

- c) in the event of a criminal conviction rendered by a competent court against either Party;
- d) due to force majeure or an act of God that persists for more than 30 (thirty) consecutive days, making continued performance of the contract impossible.

9.5.1. If the Customer terminates this Agreement or an Order Form in accordance with this clause 9.5, Pipefy will refund any prepaid and unused fees relating to the terminated portion of the Agreement or applicable Order Form.

**9.6. Effects of Cancellation.** In any case of expiration or cancellation of these Terms, the Parties must cease and eliminate use of all Confidential Information, confirming deletion as requested by the other Party. The Customer's access to its Data in the Pipefy Solution will be terminated immediately upon cancellation and purged as set forth in Annex I. The Customer must ensure that it exports its Data during the applicable Contract Term.

**9.7. Survival.** The Sections entitled "Billing and Payment — Section 3," "Indemnification — Section 11," "Non-Pipefy Applications and Integrations — Section 7," "Licenses and Ownership Rights — Section 6," "Confidentiality — Section 5," "Limitation of Liability — Section 10," and "General Provisions — Section 13" will survive any termination or expiration of these Terms.

## **10. LIMITATION OF LIABILITY**

10.1. UNDER NO CIRCUMSTANCES WILL THE PARTIES AND THEIR SUPPLIERS BE LIABLE FOR any consequential, incidental, special, indirect, and/or exemplary damages arising out of or in any way related to the use and/or inability to use the Pipefy Solution, products, services, and information, or the provision of or failure to provide support services, including, but not limited to, lost profits, loss of information or other losses, business interruption, personal injury, failure to fulfill any duty, or any other claim for financial or other loss. These limitations will apply notwithstanding the failure of the essential purpose of any limited remedy. THE LIABILITY OF THE PARTIES AND THEIR SUPPLIERS, IN ALL CASES, INCLUDING FOR DIRECT OR GENERAL DAMAGES, WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, OR TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER IN THE 12 (TWELVE) 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 SET FORTH HEREIN.

10.2. Excluded from this limitation are cases of damages arising from willful misconduct, gross negligence, proven gross negligence, intentional misconduct, or infringement of intellectual property, by either Party, and the payment obligations set forth in Section 3. Pipefy will not be held liable for interruptions or failures arising from causes beyond its reasonable control or from force majeure events.

## **11. INDEMNIFICATION**

11.1. Subject to Section 11 and Section 10, the Parties agree to defend, indemnify, and hold harmless the Non-Breaching Party and its Affiliates, officers, directors, employees, agents, and representatives from any third-party claims, damages, liabilities, losses, expenses, or reasonable costs ("Losses") arising from claims of proven liability of the Breaching Party. Pipefy will indemnify the Customer for claims alleging that the Pipefy Solution infringes third-party intellectual property rights, provided that use of the Solution complies with these Terms, excluding cases involving the Customer's modification of the Pipefy Solution, combined use of the Pipefy Solution with Non-Pipefy Applications, or infringement claims related to Customer Data and/or external events that give rise to indemnification obligations on the Customer's part. For its part, the Customer will indemnify Pipefy for any breach of these Terms or applicable law, infringement caused by Customer Data in relation to third-party rights, as well as

claims related exclusively to the Customer's operations and its end users, unconnected to the Pipefy Solution.

11.2. In all cases, for the indemnification obligations under this Section to apply, the Non-Breaching Party seeking indemnification must: (i) promptly provide written notice of the claim for which it is seeking indemnification; (ii) allow the Breaching Party to control the defense of and/or negotiations to resolve the claim, provided that the Breaching Party will not enter into any settlement involving a monetary obligation or admission of liability without the Non-Breaching Party's prior express consent; and (iii) reasonably assist in the defense or resolution at the Breaching Party's request, at the Breaching Party's expense.

## **12. PURCHASES THROUGH A RESELLER (IF APPLICABLE)**

12.1. This Section applies only if the Customer purchases the Pipefy Solution and/or Additional Services directly from a certified Reseller Partner duly authorized by Pipefy ("Reseller").

12.2. In the event of any conflict between these Terms and the agreement between the Customer and the Reseller, including any purchase order ("Reseller Agreement"), these Terms will prevail. Any rights granted to the Customer and/or any other User under the Reseller Agreement that are not covered by these Terms will apply solely with respect to the Reseller, and it will be the Customer's responsibility to seek redress, exercise, or enforcement of such rights solely and exclusively against the Reseller.

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

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

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

12.3.2. The amount passed through by the Reseller to Pipefy for use of the Pipefy Solution will be considered the amount actually paid by the Customer for purposes of calculating the limitation of liability.

12.3.3. Pipefy reserves the right, upon 30 (thirty) days' prior notice, to charge the Fees directly to the Customer.

12.3.4. The details of the Order Form (plan, number of users, contract term, among others) will be handled, as indicated in the Order Form, by the Reseller with Pipefy on behalf of the Customer, and the Reseller will be solely responsible for the accuracy of any Order Form communicated to Pipefy, as well as for the collection of applicable taxes.

12.4. **Reseller as Admin.** The Customer will be solely responsible for determining whether the Reseller may act as an Admin User and for any related rights or obligations, as stipulated in its agreement with the Reseller. In addition, the Customer will be fully responsible for any access by the Reseller to its account and its users' accounts, as well as to its Data.

## **13. GENERAL PROVISIONS**

13.1. **Entire Agreement.** These Terms, together with their annexes and the applicable Order Form, constitute the entire agreement between the Customer and Pipefy and supersede all prior agreements, proposals, terms, or statements, whether written or oral, regarding 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 will be as follows: (1) the applicable Order Form, (2) these Terms and their Annexes, and (3) other documents referenced in these Terms.

**13.3. Amicable Dispute Resolution.** The Parties agree to first seek out-of-court resolution of any dispute, question, or controversy arising from these Terms, including as to their interpretation or performance. The Party that considers itself aggrieved must immediately notify the other Party, using its best efforts to jointly resolve the matter.

**13.4. Jurisdiction and Governing Law.** If the Customer is domiciled outside Brazil, these Terms will be governed by and construed in accordance with the laws of the State of California, USA. If the attempt to reach consensus under clause 13.3 is unsuccessful, the Parties irrevocably and unconditionally elect the courts of San Francisco, California, USA, as the exclusive jurisdiction, and, if the Customer is domiciled in Brazil, the Central Civil Court of the Judicial District of Curitiba-PR, Brazil, is elected for the resolution of any disputes, questions of interpretation, or claims arising from or related to these Terms, waiving any other jurisdiction, however privileged.

**13.5. Force Majeure.** Neither party will be liable for any failure or delay in performing its obligations due to events beyond a party's reasonable control, including, but not limited to, cyberattacks on the Pipefy Solution, technical failures or disruptions that significantly affect the infrastructure or systems used to make the Pipefy Solution available, interruption or failure of any other essential service, natural disasters, strikes, riots, fires, acts of God, war, terrorism, and government acts.

**13.6. Notices.** Unless otherwise provided in these Terms, all notices, permissions, and approvals must be in writing and will be deemed delivered on the first business day after an email is sent to the electronic address registered by the Customer as the Virtual Account Admin. Billing-related communications will be sent to the Customer through the designated billing contact on file. All notices and/or communications to Pipefy, whether provided for in these Terms or not, must be sent to the following email addresses:

**(i) Financial matters:** [finance@pipefy.com](mailto:finance@pipefy.com)

**(ii) Privacy and Information Security matters and Reports:** [dpo@pipefy.com](mailto:dpo@pipefy.com)

**(iii) Legal matters:** [legal@pipefy.com](mailto:legal@pipefy.com)

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

**13.7. Assignment.** Except in the case of a direct competitor, either Party may assign its rights or obligations hereunder in connection with a merger, acquisition, corporate reorganization, or substantial sale of all its assets, by giving the other party prior written notice, and the assignee must fully assume the obligations set forth in these Terms. The assigning Party will remain responsible for performance of its obligations until the assignment is effectively completed.

**13.8. Compliance.** The Parties expressly represent that they have full knowledge of, and undertake to faithfully comply with, applicable legal provisions, including, but not limited to, those relating to the prevention and combating of corruption, money laundering or concealment of assets, and any acts linked to personal favoritism or conduct that promotes discrimination or violates rights established by applicable law. The Parties further undertake to adopt best practices of corporate governance and business ethics in all their operations. The Parties agree that if

there is a suspicion of any illegal practice or breach of this clause and its subclauses, the non-offending Party, at its sole discretion, will have the right to unilaterally terminate the contractual relationship under Clause 9.5.

**13.8.1. Compliance Reporting Channel.** If the Customer becomes aware of ethical or legal deviations involving Pipefy, it must report them immediately through the Ethics Channel available at: <https://www.pipefy.com/pt-br/etica-e-compliance/>, for evaluation, investigation, and application of any necessary measures.

**13.8.2. Environmental and Social Responsibility.** The Parties will take appropriate measures to prevent, combat, and reduce any significant environmental impacts that activities performed under these Terms may cause. Liability for environmental damage arising from a breach by either Party ("Breaching Party") of federal, state, and/or municipal environmental law rests directly and fully on the Breaching Party, even if such damage results from an act of God 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, and taking into account the safety and health conditions required by law. The Parties undertake not to exploit, whether directly or through third-party contractors, any form of child labor, forced labor, or labor analogous to slavery.

**13.8.4. Regulatory Compliance.** Pipefy maintains information security, privacy, confidentiality, business continuity, and compliance controls consistent with a general-purpose B2B SaaS platform, as described in these Terms, the DPA, the Documentation, and the certifications and policies made available by Pipefy. Pipefy does not provide legal or regulatory advice and does not validate the adherence of the Customer's processes to specific standards of its industry; the Customer remains responsible for assessing whether its use of the Pipefy Solution complies with the laws, regulations, and specific requirements applicable to its activities. If the Customer is subject to specific regulatory requirements applicable to the engagement of technology vendors, the Parties may enter into an addendum or specific instrument to address such requirements, where applicable.

**13.9. Export Control.** The Pipefy Solution is subject to U.S. export control laws. The Customer may not export, re-export, or make the Solution available in countries subject to U.S. embargoes or to individuals or entities on U.S. restricted-party lists. The Customer must comply with all applicable laws and obtain any 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 will be enforced to the maximum extent permitted by applicable law. If any provision of these Terms and/or their Annexes is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted, and it will not affect the enforceability of the remaining provisions, which will remain in effect.

**13.11. Independent Contractors.** The Parties are independent contractors. These Terms will not be construed to create any type 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 on behalf of the other party.

**13.12. Changes to the Terms of Use.** These Terms may be updated from time to time by Pipefy to reflect legal, regulatory, technical, operational, or security changes, evolution of the Pipefy Solution, new features, market changes, or improvements to its services. Except where the change results from a legal, regulatory, or security requirement, an order of a competent authority, or an update that does not materially reduce the Customer's

rights, material changes that adversely affect the Customer's rights or obligations will take effect 30 (thirty) days after publication, unless otherwise provided in Section 9. Continued use of the Pipefy Solution will constitute the Customer's full acceptance of the Changes. If the Customer demonstrates that a material change substantially and adversely affects its use of the Pipefy Solution and does not result from a legal, regulatory, or security requirement, it may, within the change's effective-date window, notify Pipefy to discuss a commercially reasonable alternative before the change takes effect.

13.13. **No Waiver.** Either Party's failure to enforce any provision of these Terms and/or any of their Annexes will not constitute a waiver of the right to do so at a later time.

13.14. **Signatures.** The parties represent and agree that this instrument may be signed electronically, through an electronic signature tool and/or virtual acceptance. In the event of any of these scenarios, the Parties acknowledge that the contract will also be valid, effective, and will constitute an extrajudicial enforcement instrument for all legal purposes.

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

# Annex I - DATA PROTECTION (DPA)

Last updated: 08/10/2026

This Annex I governs Data Protection within the Pipefy Solution, defining the obligations and responsibilities of the parties involved regarding the privacy and security of processed information, and detailing the practices and security 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 supplement the Terms of Use and apply to all Customers whenever personal or sensitive data is processed within the Pipefy Solution.

1. Pipefy will act as processor of personal data, processing information in accordance with the documented and specific instructions provided by the Customer, the data controller. Pipefy is a controller only with respect to the personal data used to create the platform user, such as the customer's name and email, for which the legal basis is performance of a contract, for the purpose of accessing the platform to use the product. Pipefy has no authority to determine the purposes or means of processing other personal data processed by the Parties.

1.1. For 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 solely for purposes of technical support, continuous improvement of the platform, and understanding product usage, always in accordance with applicable data protection and privacy rules.

b) Data Entered in Cards: Data entered directly by the Customer or its representatives, including, but not limited to, personal or corporate information, strategic or sensitive content related to use of the platform. This data is owned and processed exclusively by the Customer. Pipefy's access to Data Entered in Cards is expressly limited and will occur only when necessary for technical support or specific consulting requested by the Customer; with the Customer's prior, express, and specific authorization detailing the purpose and scope of access; or in compliance with a legal or regulatory obligation, upon notice to the Customer.

1.2 The Customer is responsible for ensuring that data entered in Cards complies with applicable law and for maintaining adequate security measures within its internal environment to prevent unauthorized access.

1.3 As Controller of Personal Data, the Customer is responsible for responding to data subjects' requests to exercise their rights, and Pipefy, as Processor, will assist, whenever necessary and requested by the Customer, in responding to data subject requests, 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, and other rights provided for under applicable law, the granting of which will be at the Customer's sole discretion.

2. Pipefy is solely responsible for all costs incurred in responding to data subject requests where Pipefy is considered the Controller, and the Customer is solely responsible for responding to data subject requests where the Customer is considered the Controller, including the costs incurred in doing so.

**3. Commitments of the Parties.** The Parties undertake and warrant that, each within the scope of its activities:

A. Both Parties comply with all laws, rules, and regulations applicable to the Personal Data processed in connection with the performance of their obligations, including, but not limited to, Law No. 13,709/18 (Brazilian General Data

Protection Law — “LGPD”) where data subjects reside in Brazil, and/or Regulation (EU) 2016/679 (General Data Protection Regulation — GDPR) where data subjects reside in the European Union, and/or the California Consumer Privacy Act (CCPA) where data subjects reside in California, USA.

B. Pipefy uses the personal data received in connection with this relationship solely for the purpose agreed between the Parties, and may not, under any circumstances, use such 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 other Party’s prior express authorization, i.e., as required to comply with these Terms and this Annex.

D. Both Parties treat all non-public Personal Data as confidential, even if this legal relationship is terminated, regardless of the reason for its termination.

E. The duration of Processing must respect the contractual purpose, as well as the provisions of applicable law.

F. Pipefy adopts appropriate mechanisms for the processing of Personal Data in accordance with legal requirements, in order to avoid loss, destruction, theft, damage, alteration, manipulation, or interception and/or accidental disclosure.

G. Both Parties will limit access to Personal Data arising from these Terms only to employees, agents, and/or representatives who need it to carry out the relevant task/activity, with each Party being responsible for the acts of its employees, agents, and/or representatives.

H. It is the Customer’s sole responsibility, as controller, to ensure that all personal data included in or processed on the Pipefy platform has a valid legal basis for processing. This includes, but is not limited to, obtaining data subjects’ consent, where applicable, or complying with another legal basis set forth in Article 7 of the LGPD.

I. The Customer will be fully responsible for any breach of the LGPD arising from its failure to ensure a legal basis for the processing of personal data, including, but not limited to, any administrative sanctions or compensation for damages to third parties.

3.1. The Parties acknowledge that the Pipefy Solution was developed to meet general privacy and data protection requirements, as applicable. The Customer represents that it is aware that the Pipefy Solution was not specifically designed, architected, or certified for the processing of sensitive personal data (as defined in the LGPD, GDPR, or equivalent laws) or highly regulated financial data (such as banking data or payment card credentials subject to PCI-DSS). The Customer is responsible for assessing the Solution’s suitability for the specific legal and regulatory requirements of its industry. Pipefy does not warrant compliance with any industry-specific standards that may apply to the Customer, and the Customer is solely responsible for ensuring that its use of the Solution complies with such standards.

**4. Vulnerability Management.** The Parties undertake to manage vulnerabilities in their tools used to process personal data, performing periodic testing to identify and promptly remediate any vulnerabilities identified.

**5. Purpose of Storage.** Pipefy undertakes to store Personal Data only for the periods necessary to: (i) achieve the purpose of processing Personal Data under these Terms; (ii) process payments; (iii) prevent or address technical issues; (iv) when possible, in anonymized form, to improve and enhance the Pipefy Solution; (v) as expressly authorized by the Customer, including cases of sharing Customer Data with Non-Pipefy Applications; and (vi) comply with legal and/or regulatory requirements.

**6. Log Retention.** Pipefy will record “logs” of changes to and processing of personal data for which it is controller, retaining in such records the minimum elements needed to determine the activity, who performed it, and when, as required by law, with the Customer being responsible for managing data changes for which Pipefy acts solely as

processor.

**7. Retention and Deletion of Personal Data.** For as long as the Terms between the parties remain in effect, Customer data will be stored in Pipefy's database on servers located in the United States, even if such data has been deleted through the application or through a set of routines and programming standards for accessing a web-based software application or platform ("API"). In the event of contract termination, regardless of cause, Pipefy reserves the right to delete the Customer's Personal Data in accordance with the Customer's written instructions, or, at the latest, within 180 (one hundred eighty) days, permanently, following termination of these Terms.

**8. Sub-processing.** Pipefy may engage specialized third parties to carry out Personal Data processing activities on its behalf, as sub-processors ("Sub-Processors"), the updated list of which will be available on a specific page maintained by Pipefy (<https://www.pipefy.com/pt-br/subprocessadores>).

**8.1. General Authorization.** The Customer grants Pipefy general and prior authorization to engage and replace Sub-Processors, provided the procedures set forth in this Clause are observed.

**8.2. Commitment to Prior Notice.** Pipefy undertakes to actively notify the Customer prior to the addition of any Sub-Processor.

**8.3. Content of the Notice.** The notice must contain, as applicable: (i) identification of the new Sub-Processor; (ii) a general description of the services or processing activities to be performed; (iii) the country or region where the Personal Data will be processed, when relevant; and (iv) the expected start date for use of the Sub-Processor.

**8.4. Communication Channel.** The notice provided for in this Clause may be sent by electronic communication to the email address registered by the Customer as Account Administrator (Admin or Super Admin) and/or by a prominent notice on the Pipefy platform. It is the Customer's responsibility to keep its contact information up to date and to monitor communications sent through the referenced channels.

**8.5. Objection Period and Criteria.** The Customer may submit a formal, substantiated written objection within 15 (fifteen) calendar days from the date the notice was sent. The objection must be sent to [dpo@pipefy.com](mailto:dpo@pipefy.com) and based exclusively on legitimate, objective, and reasonably demonstrable grounds related to: (i) the proposed Sub-Processor's non-compliance with applicable data protection law; (ii) relevant and documented information security risks; or (iii) the Sub-Processor's inability to meet the legal or contractual requirements applicable to the processing of Personal Data.

**8.6. Handling of Objections.** Upon receipt of an objection under Clause 8.5, the Parties will use reasonable efforts to discuss in good faith a solution that allows continuity of the services in compliance with applicable law. While the objection is under review, Pipefy may suspend use of the proposed Sub-Processor with respect to the Customer's Personal Data, when operationally feasible.

**8.7. Absence of Resolution.** If the Parties fail to reach a reasonable solution within 30 (thirty) calendar days of receipt of the objection, Pipefy may, at its discretion: (i) discontinue use of the proposed Sub-Processor with respect to the Customer's Personal Data; (ii) adopt an alternative measure that eliminates the cause of the objection; or (iii) adopt any other measure reasonably necessary to address the Customer's objection and maintain compliance with applicable law.

**8.8. Tacit Acceptance.** The absence of an objection by the Customer within the period set forth in Clause 8.5 will be deemed acceptance of the addition or replacement of the Sub-Processor for all purposes under this Agreement.

8.9. **Responsibility for Sub-Processors.** Pipefy is obligated to ensure that Sub-Processors commit to guaranteeing a level of security equal to or higher than that described in this Section before transferring any Personal Data or authorizing any sub-processing. Pipefy will be fully and jointly liable for any non-compliance, breach, irregularity, or unlawful act committed by its Sub-Processors.

9. **International Data Transfer.** Pipefy adopts the standard contractual clauses for international data transfer, prepared and approved by the National Data Protection Authority (“ANPD”), as set out in Appendix 1, which ensure adequate safeguards for compliance with the principles, data subject rights, and data protection regime provided for in the LGPD.

10. **Grounds for Disclosure.** Pipefy will not disclose Personal Data to third parties, at any time, except in the following cases: (i) with the Customer’s prior written authorization; (ii) in accordance with the sub-processing rules described above; (iii) as required by applicable data protection law, provided Pipefy uses reasonable efforts to share only the minimum amount of Personal Data necessary for a specific purpose, with the Customer being notified in advance, as set forth in these Terms.

11. **Requests from Authorities.** If Pipefy is the recipient of any judicial order and/or official request or communication requiring the provision or disclosure of personal information, unless expressly prohibited by law, regulation, or judicial or administrative order, it must notify the Customer, within a maximum of 36 business hours, of the occurrence, providing an opportunity, in a timely manner, to take legal measures to prevent or mitigate the effects of the disclosure of the Personal Data related to or covered by such request.

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

13. **Pipefy’s Obligations.** Pipefy warrants and guarantees:

- A. confidentiality and integrity of information shared by the Customer;
- B. non-violation of privacy and protection of Personal Data in its relationship with Customers, suppliers, researchers, consumers, and employees;
- C. adoption of technical and administrative information security measures to prevent misuse and unauthorized use of Personal Data;
- D. immediate and adequate response to all Customer requests regarding the Processing of Personal Data, as well as consideration of guidance from the National Data Protection Agency regarding the Processing of transferred Personal Data;
- E. maintenance of written records of activities relating to compliance with applicable data privacy law;
- F. restriction of access to Personal Data by defining authorized and responsible individuals for Processing, and ensuring and accounting for the trustworthiness of its employees, agents, and representatives who will have access to Personal Data, taking into account the nature of such Personal Data;
- G. maintenance of a detailed inventory of access to Personal Data and connection and application-access logs, containing the time, duration, identity of the employee or person responsible for the access, and the file accessed, including when such access is made to comply with legal obligations or determinations by a competent authority;

H. that the processing of Personal Data — i.e., any operation or set of operations performed on the Personal Data of its Customers, suppliers, and employees, including, but not limited to, obtaining, recording, storing, altering, analyzing, using, transmitting, combining, blocking, deleting, or destroying — is fully consistent with data subjects' rights and will be carried out in accordance with the established purpose;

I. protection of the Personal Data of its Customers, suppliers, and employees, guaranteeing them, subject to legal limits, the right to be informed of any processing of their data, as well as to access their own data, among other rights provided for under applicable law;

J. recording of activities involving international transfer of Personal Data, indicating the destination country/organization and adopting the safeguards necessary for the transfer to be carried out in accordance with applicable law and guidance from the competent authority;

K. responding to information requests made by the Customer within up to 36 business hours, justifying any delays; and

L. cooperating in responding to requests from the Customer's data subjects (the Customer's customers), using appropriate technical and organizational measures, in accordance with the Customer's instructions;

M. making available evidence of its active certifications (such as ISO/IEC 27001, ISO/IEC 27701, ISO/IEC 27018, and ISO/IEC 42001) and independent audit reports (such as the SOC 2 Type II report), which will be provided subject to strict confidentiality, upon formal written request, and subject to a minimum interval of 1 (one) year. On-site audits or additional questionnaires will be subject to feasibility review, operational costs, and specific confidentiality agreements.

**14. Contingency Plan.** Pipefy undertakes to establish contingency mechanisms to prevent data leaks, and to test and keep such mechanisms up to date, undertaking to present its Contingency Plan to the Customer upon request to respond to authority requests or in the event of legal claims.

**15. Incident Notice.** If, at any time, there is an actual, suspected, or potential threat to the security of Personal Data, or suspicion of loss, destruction, deletion, damage, corruption, misuse, or unauthorized disclosure of Personal Data to an unauthorized third party, the Party that becomes aware of the incident must notify the other Party within a maximum of 48 (forty-eight) hours of becoming aware of the incident, and the notice must contain full and complete details of the breach, including:

A. date and time of the incident;

B. date and time the affected Party became aware of the breach;

C. the types of data affected by the incident;

D. the data subjects affected by the incident;

E. the nature and facts of the breach, including the data subject, where possible;

F. contact details of the person responsible for data protection or the representative appointed to handle the data breach at the company, responsible for providing additional information about the incident;

G. the likely and/or potential consequences of the incident; and

H. the measures taken or proposed by Pipefy or the person responsible for the protection of Personal Data to remedy the breach and mitigate any adverse effects, and the implementation dates for such measures (action plan).

**16. Incident Handling.** In the event of a Security Incident involving Personal Data processed by Pipefy on the Customer's behalf, Pipefy will use commercially reasonable efforts to promptly take appropriate measures to contain, mitigate, and remedy the effects of the incident, and, when technically feasible, to recover or restore the

affected Personal Data. Pipefy will also provide reasonable assistance to the Customer, to the extent required by applicable law and considering the nature of the processing and the information available to Pipefy, to enable the Customer to respond to requests or investigations by competent authorities directly related to the incident and the Personal Data processed on the Customer's behalf, without prejudice to Pipefy's own legal obligations.

**17. Resilience.** Backups are stored in the USA, where Pipefy's entire multi-tenant infrastructure is hosted. In addition:

- a. Full database backups are performed once every 24 (twenty-four) hours, with continuous archiving of transaction logs, allowing point-in-time recovery for any moment within the retention period.
- b. Each database backup is retained for at least 7 (seven) days in the same region.
- c. The application source code is managed on GitLab SaaS (GitLab.com). The backup, retention, and recovery policy for the Git repositories follows GitLab.com's official policy, which includes multi-region geographic redundancy and retention of up to 90 (ninety) days.
- d. Records: retained for up to 5 years. These logs cannot be restored. The Customer may open a ticket with Pipefy, which can help provide audit-log details of such backups.
- e. Any changes made on the Web (such as field deletions) can be safely restored via a support ticket within up to 180 (one hundred eighty) days of the occurrence.

**Contact information.** Pipefy's support for matters related to privacy and personal data protection will be directed to our Data Protection Officer, Cainã Gomez, through the Data Subject Request Form or via the email address [dpo@pipefy.com](mailto:dpo@pipefy.com) for matters not related to the exercise of data subject rights.

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## **APPENDIX 1 — INTERNATIONAL TRANSFER OF PERSONAL DATA**

This Appendix sets out the conditions under which Pipefy, Inc. ("Pipefy," "Exporter," or the "Processor") undertakes to carry out, on behalf of the Customer ("Customer," "Importer," or the "Controller"), International Data Transfer operations in accordance with the provisions of National Legislation and the National Data Protection Authority ("ANPD") set out below.

### **Section I — General Information**

#### **CLAUSE 1. Identification of the Parties**

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

Name:

Qualification:

Main address:

Email address:

Contact for the Account Holder:

☐ Exporter/Controller ☐ Exporter/Operator

Nome: Pipefy, Inc.

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

Email address: dpo@pipefy.com

Contact for the Data Subject: dpo@pipefy.com

☐ Importer/Controller ☒ Importer/Operator

## **CLAUSE 2. Purpose**

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

Description of the international data transfer:

Main purposes of the transfer: Use of the Pipefy Solution, a cloud-based tool that allows the Client to automate and manage different types of processes through data manipulation, according to the Platform's terms of use.

Data storage period: 180 days after contract termination.

Other information: Data processing will occur as regulated in the Pipefy Solution Terms of Use, its Annex I — Data Protection ("DPA") and in the Pipefy Privacy Policy, available at <https://www.pipefy.com/pt-br/politica-de-privacidade>, which are integral and indispensable parts of this Annex.

## **CLAUSE 3. Subsequent Transfers**

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

## **CLAUSE 4. Responsibilities of the Parties**

4.1. Without prejudice to the duty of mutual assistance and the Parties' general obligations, the Party Designated below, as Controller, will be responsible for compliance with the following obligations under these Clauses: a) responsible for publishing the document referred to in Clause 14: (x) Exporter ( ) Importer; b) responsible for responding to data subject requests under CLAUSE 15: (x) Exporter ( ) Importer; c) responsible for providing security-incident notice under Clause 16: (x) Exporter ( ) Importer.

4.2. For purposes of these Clauses, if it is subsequently found that the Party Designated under item 4.1 acts as Processor, the Controller will remain responsible for: a) compliance with the obligations set forth in Clauses 14, 15, and 16 and other provisions established in National Legislation, especially in the event of omission or non-compliance by the Designated Party; b) responding to ANPD determinations; and c) guaranteeing data subjects' rights and remedying damages caused, subject to Clause 17.

## **Section II — Mandatory Clauses**

### **CLAUSE 5. Purpose.**

5.1. These Clauses serve as a mechanism to enable the secure international flow of personal data, establishing minimum guarantees and valid conditions for carrying out an International Data Transfer, and aim to ensure adequate safeguards for compliance with the principles, data subject rights, and data protection regime provided for in National Legislation.

### **CLAUSE 6. Definitions.**

6.1. For purposes of these Clauses, the definitions in Article 5 of Law No. 13,709 of August 14, 2018, and Article 3 of the International Personal Data Transfer Regulation will apply, without prejudice to other regulatory acts issued by the ANPD. The Parties further agree to the following terms and their meanings:

- a) Processing Agents: the controller and the processor;
- b) ANPD: National Data Protection Authority;
- c) Clauses: the standard contractual clauses approved by the ANPD, comprising Sections I, II, and III;
- d) Related Agreement: a contractual instrument entered into between the Parties or at least between one of them and a third party, including a Third-Party Controller, sharing a common purpose, link, or dependency relationship with the agreement governing the International Data Transfer;
- e) Controller: the Party or third party ("Third-Party Controller") responsible for decisions regarding the processing of Personal Data;
- f) Personal Data: information related to an identified or identifiable natural person;
- g) Sensitive Personal Data: personal data concerning racial or ethnic origin, religious belief, political opinion, union or religious, philosophical, or political organization membership, data concerning health or sex life, genetic or biometric data, when linked to a natural person;
- h) Deletion: exclusion of data or a set of data stored in a database, regardless of the procedure employed;
- i) Exporter: processing agent, located within the national territory or in a foreign country, that transfers personal data to an Importer;
- j) Importer: processing agent, located in a foreign country or that is an international organization, that receives personal data transferred by the Exporter;
- k) National Legislation: the set of Brazilian constitutional, statutory, and regulatory provisions on personal data protection, including Law No. 13,709 of August 14, 2018, the International Data Transfer Regulation, and other regulatory acts issued by the ANPD;

- l) Arbitration Law: Law No. 9,307 of September 23, 1996;
- m) Security Measures: technical and administrative measures adopted to protect personal data from unauthorized access and from accidental or unlawful destruction, loss, alteration, communication, or dissemination;
- n) Research Body: a direct or indirect public administration body or entity, or a nonprofit private legal entity duly established under Brazilian law, headquartered and domiciled in the country, whose institutional mission or corporate or statutory purpose includes basic or applied historical, scientific, technological, or statistical research;
- o) Processor: the Party or third party, including a Subcontractor, that processes Personal Data on behalf of the Controller;
- p) Designated Party: the party to the agreement designated, under Clause 4 ("Option A"), to fulfill, as Controller, specific obligations relating to transparency, data subject rights, and security incident notification;
- q) Parties: Exporter and Importer;
- r) Access Request: a request for mandatory compliance, by force of law, regulation, or determination by a public authority, to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;
- s) Subcontractor: a processing agent engaged by the Importer, with no relationship with the Exporter, to carry out Personal Data processing following an International Data Transfer;
- t) Third-Party Controller: the Controller of Personal Data that provides written instructions for carrying out, on its behalf, the International Data Transfer between Processors governed by these Clauses, under Clause 4 ("Option B");
- u) Data Subject: the natural person to whom the Personal Data subject to the International Data Transfer governed by these Clauses relates;
- v) Transfer: the type of processing by which a processing agent transmits, shares, or provides access to Personal Data to another processing agent;
- w) International Data Transfer: transfer of Personal Data to a foreign country or to an international organization of which the country is a member; and
- x) Subsequent Transfer: an International Data Transfer originating from an Importer and directed to a third party, including a Subcontractor, provided it does not constitute an Access Request.

#### **CLAUSE 7. Applicable Law and ANPD Oversight.**

7.1. The International Data Transfer subject to these Clauses is subject to National Legislation and ANPD oversight, including the power to apply preventive measures and administrative sanctions to either Party, as applicable, and to limit, suspend, or prohibit international transfers arising from these Clauses or a Related Agreement.

#### **CLAUSE 8. Interpretation.**

8.1. Any application of these Clauses must occur in accordance with the following terms: a) these Clauses must always be interpreted in the manner most favorable to the Data Subject and in accordance with the provisions of National Legislation; b) in case of doubt as to the meaning of terms in these Clauses, the meaning most consistent with National Legislation applies; c) no item of these Clauses, including a Related Agreement and the provisions of Section IV, may be interpreted so as to limit or exclude either Party's liability with respect to obligations set forth in National Legislation; and d) the provisions of Sections I and II prevail in the event of a conflict of interpretation with additional Clauses and other provisions set forth in Sections III and IV of this instrument or in Related Agreements.

#### **CLAUSE 9. Possibility of Accession by Third Parties.**

9.1. By mutual agreement between the Parties, a processing agent may accede to these Clauses as an Exporter or

Importer, by completing and signing a written document, which will form part of this instrument.

9.2. The acceding party will have the same rights and obligations as the original Parties, according to the position assumed as Exporter or Importer and in accordance with the corresponding category of processing agent.

#### **CLAUSE 10. General Obligations of the Parties.**

10.1. The Parties undertake to adopt, and when necessary, demonstrate the adoption of, effective measures capable of evidencing observance and compliance with these Clauses and National Legislation, including the effectiveness of such measures, and, in particular, to:

- a) use Personal Data only for the specific purposes described in Clause 2, without further processing incompatible with those purposes, subject in any case to the limitations, guarantees, and safeguards provided for in these Clauses;
- b) ensure that the processing is compatible with the purposes disclosed to the Data Subject, according to the context of the processing;
- c) limit processing to the minimum necessary to achieve its purposes, with a scope of data that is relevant, proportional, and not excessive in relation to the purposes of Personal Data processing;
- d) guarantee Data Subjects, subject to Clause 4:
  - (d.1) clear, precise, and easily accessible information about the processing carried out and the respective processing agents, subject to trade and industrial secrets;
  - (d.2) easy and free consultation regarding the manner and duration of the processing, as well as the entirety of their Personal Data; and
  - (d.3) the accuracy, clarity, relevance, and updating of Personal Data, in accordance with the need for and purpose of its processing;
- e) adopt security measures appropriate to and compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) not process Personal Data for unlawful discriminatory or abusive purposes;
- g) ensure that any person acting under its authority, including subcontractors or any agent collaborating with it, whether free of charge or for consideration, processes data only in accordance with its instructions and these Clauses; and
- h) maintain records of Personal Data processing operations subject to the International Data Transfer governed by these Clauses, and present the relevant documentation to the ANPD upon request.

#### **CLAUSE 11. Sensitive Personal Data.**

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties will apply additional safeguards, including specific security measures proportional to the risks of the processing activity, the specific nature of the data, and the interests, rights, and guarantees to be protected, as described in Section III.

#### **CLAUSE 12. Personal Data of Children and Adolescents.**

12.1. If the International Data Transfer involves Personal Data of children and adolescents, the Parties will apply additional safeguards, including measures ensuring that processing is carried out in their best interest, in accordance with National Legislation and relevant international law instruments.

#### **CLAUSE 13. Lawful Use of Data.**

13.1. The Exporter warrants that the Personal Data was collected, processed, and transferred to the Importer in

accordance with National Legislation.

#### **CLAUSE 14. Transparency.**

14.1. The Designated Party will publish, on its website, a document containing easily accessible information written in simple, clear, and precise language about the International Data Transfer, including, at minimum, information on:

- a) the manner, duration, and specific purpose of the international transfer;
- b) the destination country of the transferred data;
- c) identification and contact details of the Designated Party;
- d) shared use of data by the Parties and its purpose;
- e) the responsibilities of the agents that will carry out the processing;
- f) Data Subjects' rights and the means to exercise them, including an easily accessible channel for requests and the right to petition against the Controller before the ANPD; and
- g) Subsequent Transfers, including recipients and the purpose of the transfer.

14.2. The document referred to in item 14.1 may be made available on a specific page or integrated, prominently and accessibly, into the Privacy Policy or equivalent document.

14.3. Upon request, the Parties must provide the Data Subject, free of charge, a copy of these Clauses, subject to trade and industrial secrets.

14.4. All information made available to data subjects under these Clauses must be written in Portuguese.

#### **CLAUSE 15. Data Subject Rights.**

15.1. The Data Subject has the right to obtain from the Designated Party, with respect to the Personal Data subject to the International Data Transfer governed by these Clauses, at any time and upon request, in accordance with National Legislation:

- a) confirmation of the existence of processing;
- b) access to the data;
- c) correction of incomplete, inaccurate, or outdated data;
- d) anonymization, blocking, or deletion of unnecessary or excessive data, or data processed in violation of these Clauses or National Legislation;
- e) portability of data to another service or product provider, upon express request, in accordance with ANPD regulations, subject to trade and industrial secrets;
- f) deletion of Personal Data processed with the Data Subject's consent, except in the circumstances set out in Clause 20;
- g) information on public and private entities with which the Parties have shared data;
- h) information on the possibility of not providing consent and the consequences of refusal;
- i) revocation of consent through a free and simplified procedure, without affecting processing carried out prior to the request for deletion;
- j) review of decisions made solely on the basis of automated processing of personal data that affect the Data Subject's interests, including decisions intended to define their personal, professional, consumer, or credit profile or aspects of their personality; and
- k) information regarding the criteria and procedures used for automated decision-making, subject to trade and industrial secrets.

15.2. The Data Subject may object to processing carried out on the basis of an exemption from consent, in the event of non-compliance with these Clauses or National Legislation.

15.3. The deadline for responding to requests under this Clause and item 14.3 is 15 (fifteen) days from the date of the Data Subject's request, except where a different deadline is established by specific ANPD regulation.

15.4. If the Data Subject's request is directed to the Party not designated as responsible for the obligations under this Clause or item 14.3, that Party must:

- a) inform the Data Subject of the service channel made available by the Designated Party; or
- b) forward the request to the Designated Party as soon as possible, to enable a response within the deadline set out in item 15.3.

15.5. The Parties must immediately inform the Processing Agents with which they have shared data of any correction, deletion, anonymization, or blocking of data, so that they can perform the same procedure, except where such communication is demonstrably impossible or involves disproportionate effort.

15.6. The Parties must provide mutual assistance in order to respond to Data Subjects' requests.

#### **CLAUSE 16. Security Incident Notification.**

16.1. The Designated Party must notify the ANPD and Data Subjects, within 3 (three) business days, of the occurrence of a security incident that may pose a relevant risk or damage to Data Subjects, as provided for in National Legislation.

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

#### **CLAUSE 17. Liability and Compensation for Damages.**

17.1. A Party that, in the course of Personal Data processing activity, causes property or moral damage, individual or collective, in violation of these Clauses and National Legislation, is obligated to remedy it.

17.2. The Data Subject may seek compensation for damage caused by either Party as a result of a violation of these Clauses.

17.3. The defense of Data Subjects' interests and rights may be pursued in court, individually or collectively, in accordance with applicable law on individual and collective remedies.

17.4. A Party acting as Processor is jointly liable for damage caused by the processing when it fails to comply with these Clauses or fails to follow the Controller's lawful instructions, except as provided in item 17.6.

17.5. Controllers directly involved in processing that resulted in damage to the Data Subject are jointly liable for such damage, except as provided in item 17.6.

17.6. Neither Party will be held liable if it is proven that:

- a) it did not carry out the Personal Data processing attributed to it;
- b) although it carried out the Personal Data processing attributed to it, there was no violation of these Clauses or National Legislation; or
- c) the damage resulted from the Data Subject's own exclusive fault or that of a third party who is not a recipient of a Subsequent Transfer or subcontracted by the Parties.

17.7. Under National Legislation, the judge may shift the burden of proof in favor of the Data Subject where, in the

judge's assessment, the allegation is plausible, there is insufficient means to produce evidence, or producing evidence would be excessively burdensome for the Data Subject.

17.8. Actions for compensation for collective damages under this Clause may be brought collectively in court, in accordance with applicable law.

17.9. A Party that compensates the Data Subject for damage has a right of recourse against other responsible parties, in proportion to their participation in the harmful event.

#### **CLAUSE 18. Safeguards for Subsequent Transfer.**

18.1. The Importer may only carry out Subsequent Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized, in accordance with the circumstances and conditions described in Clause 3.

18.2. In any case, the Importer:

- a) must ensure that the purpose of the Subsequent Transfer is compatible with the specific purposes described in Clause 2;
- b) must ensure, by way of a written contractual instrument, that the safeguards provided for in these Clauses will be observed by the third-party recipient of the Subsequent Transfer; and
- c) for purposes of these Clauses, and with respect to the Personal Data transferred, will be considered responsible for any irregularities committed by the third-party recipient of the Subsequent Transfer.

18.3. The Subsequent Transfer may also be carried out based on another valid International Data Transfer mechanism provided for in National Legislation, regardless of the authorization referred to in Clause 3.

#### **CLAUSE 19. Notification of Access Requests.**

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

19.2. The Importer will take appropriate legal measures, including legal action, to protect Data Subjects' rights whenever there is adequate legal grounds to challenge the legality of the Access Request and, if applicable, the prohibition on providing the notice referred to in item 19.1.

19.3. To respond to requests from the ANPD and the Exporter, the Importer must maintain a record of Access Requests, including date, requester, purpose of the request, type of data requested, number of requests received, and legal measures adopted.

#### **CLAUSE 20. Termination of Processing and Deletion of Data.**

20.1. The Parties must delete the Personal Data subject to the International Data Transfer governed by these Clauses upon termination of processing, within the scope and technical limits of their activities, retention being authorized only for the following purposes:

- a) compliance with a legal or regulatory obligation by the Controller;
  - b) study by a Research Body, ensuring, whenever possible, anonymization of Personal Data;
  - c) transfer to a third party, provided the requirements set out in these Clauses and National Legislation are met;
- and

d) exclusive use by the Controller, with third-party access prohibited, and provided the data is anonymized.

20.2. For purposes of this Clause, processing is deemed to have terminated when:

- a) the purpose set out in these Clauses has been achieved;
- b) the Personal Data is no longer necessary or relevant to achieving the specific purpose set out in these Clauses;
- c) the processing period has ended;
- d) a Data Subject's request has been fulfilled; and
- e) determined by the ANPD, where there has been a violation of these Clauses or National Legislation.

#### **CLAUSE 21. Data Processing Security.**

21.1. The Parties must adopt security measures that ensure protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after its termination.

21.2. The Parties will set out, in Section III, the Security Measures adopted, taking into account the nature of the information processed, the specific characteristics and purpose of the processing, the current state of technology, and the risks to Data Subjects' rights, particularly in the case of sensitive personal data and data of children and adolescents.

21.3. The Parties must make the necessary efforts to adopt periodic assessment and review measures aimed at maintaining a level of security appropriate to the characteristics of the data processing.

#### **CLAUSE 22. Law of the Data Recipient Country.**

22.1. The Importer represents that it has not identified laws or administrative practices of the recipient country of the Personal Data that would prevent it from complying with the obligations assumed under these Clauses.

22.2. In the event of any regulatory change that alters this situation, the Importer will immediately notify the Exporter for assessment of the contract's continuity.

#### **CLAUSE 23. Non-Compliance with the Clauses by the Importer.**

23.1. In the event of a violation of the safeguards and guarantees provided for in these Clauses, or the Importer's inability to comply with them, the Exporter must be immediately notified, except as provided in item 19.1.

23.2. Upon receipt of the notice referred to in item 23.1, or upon verification of the Importer's non-compliance with these Clauses, the Exporter will take appropriate measures to ensure protection of Data Subjects' rights and compliance of the International Data Transfer with National Legislation and these Clauses, and may, as applicable:

- a) suspend the International Data Transfer;
- b) request the return of the Personal Data, its transfer to a third party, or its deletion; and
- c) terminate the contract.

#### **CLAUSE 24. Choice of Forum and Jurisdiction.**

24.1. Brazilian law applies to these Clauses, and any dispute between the Parties arising from these Clauses will be resolved before the competent courts of Brazil, subject, as applicable, to any forum elected by the Parties in Section IV.

24.2. Data Subjects may bring legal actions against the Exporter or the Importer, at their choice, before the competent courts in Brazil, including those located at their place of residence.

24.3. By mutual agreement, the Parties may resort to arbitration to resolve disputes arising from these Clauses, provided it is conducted in Brazil and in accordance with the provisions of the Arbitration Law.

### **Section III — Security Measures.**

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

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

# Annex II - SERVICE LEVEL AGREEMENT (SLA)

Last updated: 08/10/2026

This Annex sets out the Service Level Agreement (SLA) for the Pipefy solution, detailing performance metrics, responsibilities, and expectations between Pipefy and its Customers. Its objective is to ensure the quality and efficiency of the services provided, promoting transparency and alignment between the parties. This document supplements the Pipefy Terms of Use and applies to all Customers, in accordance with the contracted plan type.

## 1. Availability Commitment for the Pipefy Solution

Pipefy guarantees monthly availability of 99.90% (“Guaranteed Percentage”) for the Pipefy Solution, subject to 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 be considered only in cases classified as a “Major Outage,” when a significant part or the entirety of the solution is inaccessible and/or inoperative, affecting most or all Customers.

During migration or implementation activities, the Solution may be subject to performance variations or temporary unavailability, and such periods will not be considered for SLA calculation purposes, provided they were previously communicated to the Customer.

## 2. Credit Allowance

If monthly availability falls below the Guaranteed Percentage, 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.
- Notice 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 amount of 10% of the total value of the then-current contract.

### 2.2. Credit Percentages.

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 the Unavailability Count

The following will not be considered unavailability:

- Scheduled periods of maintenance, updates, or hardware replacement.
- Interruptions or instability caused by factors outside Pipefy's reasonable control, such as: acts of God or force majeure (as legally defined); acts of third parties, such as internet providers; failures resulting from the Customer's own infrastructure, equipment, or actions; among others.
- Improper or unauthorized use of the solution by the Customer, as defined in the Terms of Use.
- Planned outages, as described in the Terms of Use.

#### **4. Sole Remedy**

The granting of credits is the sole remedy provided for failure to meet the Guaranteed Percentage. Pipefy is not liable for any other damages or losses arising from unavailability that falls within the exceptions described above.

## Annex III - PIPEFY SUPPORT PLANS

Last updated: 08/10/2026

This Annex governs the Pipefy Solution Support Services. Service levels, response times, and available service channels are determined exclusively by the support plan specified in the applicable Order Form.

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

If the Order Form does not specify a support plan, the Customer will only be eligible for the “

### PIPEFY SUPPORT PLANS

|                                          | Community <sup>1</sup>         | Standard                                     | Enterprise                                                                                                | Premier                                      |
|------------------------------------------|--------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Availability/Service Hours <sup>2</sup>  | -                              | 8am to 8pm UTC - 3                           | 8am to 8pm UTC - 3<br>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/Ticket                                  | Chat                                                                                                      | Exclusive queue                              |
| Human Chat                               | Not available                  | Not available                                | Available                                                                                                 | -                                            |
| AI Chat                                  | Not available                  | Available                                    | Available                                                                                                 | -                                            |
| Ticket System                            | Not available                  | Available                                    | Not available                                                                                             | Available                                    |
| <b>Initial Response Time<sup>3</sup></b> |                                | According to criticality:                    | According to criticality:                                                                                 | According to criticality:                    |
| <b>L1: Service interruption</b>          | -                              | L1: 2 business hours                         | L1: 45 minutes                                                                                            | L1: 30 minutes                               |
| <b>L2: High criticality</b>              |                                | L2: 6 business hours                         | L2: 2 business hours                                                                                      | L2: 2 hours                                  |
| <b>L3: Medium criticality</b>            |                                | L3: 1 business day                           | L3: 6 business hours                                                                                      | L3: 8 hours                                  |
| <b>L4: Low criticality</b>               |                                | L4: 2 business days                          | L4: 2 business days                                                                                       | L4: 24 hours                                 |
| Onboarding                               | Not available                  | Not available                                | Not available                                                                                             | Available                                    |
| Costs                                    | No costs                       | No costs                                     | Yes                                                                                                       | Yes                                          |
| Eligibility                              | All Plans                      | Any client with an active paid subscription. | Any client with an active paid subscription.                                                              | Any client with an active paid subscription. |

<sup>1</sup> **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.<sup>2</sup> **Technical Support Hours** -

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

In the plans with 24/5 immediate assistance, it is important to note that, on weekends, only one analyst will be available on call, dedicated to dealing with critical problems or situations of the Critical Support Package.<sup>3</sup>**Initial 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<sup>2</sup>

24/7\*\* + Standard Support

Support Channel

Exclusive queue

Exclusive via Ticket System

Limited to 5 tickets/month (non-cumulative)

Initial Response Time<sup>3</sup>

L1: Service interruption  
L2: High Criticality  
L3: Medium Criticality  
L4: Low Criticality

45 minutes

|             |           |
|-------------|-----------|
| Onboarding  | Available |
| Costs       | Yes       |
| Eligibility | Any plan  |

## 1. Key Premier Support Benefits and Details

• **Onboarding Call for New Customers:** a dedicated 1 (one)-hour session to align expectations and gain a detailed understanding of the customer's operation. This ensures that the Pipefy team is fully prepared to deliver excellent service tailored to the customer's specific needs.

- Access to an exclusive queue in which requests are handled by senior analysts.
- Monthly alignment meetings and availability for meetings during urgent issues.
- Weekend technical support for high-urgency cases.

## 2. Support Included in Standard Plans and Above Covers:

- Pipefy Solution updates during the applicable subscription period
- Troubleshooting related to the Pipefy API
- Root-cause analysis
- Technical guidance on the Pipefy Solution
- Assistance with issues during use of the Pipefy Solution
- Incident support — identification and resolution of Pipefy Solution issues
- Bug identification and reporting\*
- Support for service interruptions and instabilities reported at <https://status.pipefy.com/>

Note that free or starter licenses include only community support.

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

## 3. Support Does Not Include:

- Beta features
- Customized versions of the Pipefy Solution
- Development questions or requests, or debugging of user code. Support will provide assistance exclusively for the Pipefy API, with usage examples
- Support for third-party plugins, integrations, or Non-Pipefy Applications
- Product training
- Support in languages other than English and Brazilian Portuguese
- Professional Services (solution implementation, process modeling, adjustments or consulting for process

modeling, among others)

- Bug fixes (coding)\*
- Events external to Pipefy, such as power outages, server and/or hardware malfunction, and/or Customer's internet connectivity
- Inserting, deleting, or changing Customer configurations and Data
- Communication via channels other than those listed in the plans table

#### 4. Bug Handling

Pipefy support offers comprehensive assistance for handling bugs, including reproducing the reported issue, detailed logging, and, whenever possible, creating workarounds to mitigate impact. Each reported bug is assessed and prioritized based on severity and the number of affected users. The analysis and correction process follows a structured workflow that takes into account operational impact and the criticality of the symptoms. Whenever necessary, timelines and justifications for resolution will be communicated to the Customer, although in certain specific cases 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 following impact criteria:

- (i) **Outage:** The application is unavailable to all users. Work functions are completely interrupted, with no viable workarounds. Examples: total loss of use, exposure of sensitive information, or other issues affecting the entire customer base.
- (ii) **Severe:** The feature is inaccessible, application performance is significantly impaired, or users' work functions are severely impacted. Examples: intermittency, considerable delays, system slowness, data inconsistencies, incorrect billing, or continuous errors (looping).
- (iii) **Disruptive with Workaround:** The issue impacts the experience or operation, but a workaround is available. Users can perform their tasks in a limited way while awaiting the fix.
- (iv) **Cosmetic:** The issue affects the user experience without directly impacting work functions. Examples: visual issues, misconfigured elements, or partial access to features that does not compromise core use.

##### 4.2. Commitment to Quality

Pipefy is committed to proactively working 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 resolution based on severity and available resources.

## ANNEX IV — SINGLE TENANT

Last updated: 08/10/2026

This Annex governs access to and use of Single Tenant (“ST”) for data processing within the Pipefy Solution and applies only when such service is purchased. “Single Tenant” consists of isolating the Customer’s database in a private instance, i.e., separate from the Cloud shared with other Customers.

### Single Tenant Plans

| Plan              | Plan Coverage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Starter</b>    | 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; Up to 4 million (4,000,000) automation jobs, defined as automation configurations executed in Pipefy’s infrastructure within a month; Up to 500 GB of storage for saving attachments from electronic forms or cards. |
| <b>Corporate</b>  | 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; Up to 6.5 million (6,500,000) automation jobs, defined as automation configurations executed in Pipefy’s infrastructure within a month; Up to 750 GB of storage for saving attachments from electronic forms or cards.             |
| <b>Enterprise</b> | 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; Up to 9 million (9,000,000) automation jobs, defined as automation configurations executed in Pipefy’s infrastructure within a month; 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 Customer will have access to monthly usage monitoring via the Pipefy Solution’s Admin Panel, where it can track, in real time, the number of users and automations. If the Customer exceeds the limits of its contracted Plan, excess amounts will be recorded in the panel and billed retroactively, on a ‘pay-as-you-use’ basis. As set forth in Clause 13.6 of the Terms, the Customer may request, with 30 (thirty) days’ advance notice, access to additional reports. Availability of such reports will be subject to a technical and operational feasibility review, as well as any associated additional costs.

**1.2.** The Customer's choice of cloud service provider ("Cloud") and the region where Pipefy's infrastructure operates may affect the classification of the contracted plan, due to cost variations associated with these choices. Accordingly, any changes related to the Cloud and/or region may result in adjustments to the plan, in order to properly reflect the additional or reduced costs resulting from such choices.

## **2. Staging Environment**

- a) All plans include an intermediate organization where API call volumes and automation jobs will be excluded from billing calculations.
- b) The Automation Sub-processor does not include a staging environment, and test usage 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 Sub-processor is available, as chosen by the Customer.
- C. Backups are stored in the same designated region.
- D. Full database backups ("Code") are performed once every 24 (twenty-four) hours.
- E. Each backup is retained for up to 7 (seven) days in the same designated region.
- F. Records: retained for up to 5 years. These logs cannot be restored. The Customer may open a ticket with Pipefy, which can help provide audit-log details of such backups.
- G. Any changes made on the Web (such as field deletions) can be safely restored via a support ticket within up to 180 (one hundred eighty) days of the occurrence.

**4. Pricing and Availability.** ST plans may be purchased on a monthly, annual, or multi-year basis, as set forth in the Order Form, or on a 'pay-as-you-use' basis. Under the 'pay-as-you-use' model, the amount due will be calculated monthly based on actual infrastructure usage and billed retroactively, together with a fixed monthly administrative fee to keep the environment operating.

## **5. General Provisions**

**5.1. Updates.** Pipefy may update this Annex or the ST services periodically, due to, among other reasons, changes in law or regulatory requirements, security or protection reasons, circumstances beyond Pipefy's reasonable control, changes arising from the 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, via email or in-product notification. All other changes will take effect as soon as they are published on our website.

**5.2. Updates to Contracted Limits.** Pipefy may adjust the operational limits of contracted plans or implement modifications to the Terms of this Annex to meet Customer needs and the ongoing development of the Solution. Such changes will be communicated to the Customer with 30 days' advance notice.

## Annex V - Pipefy AI Terms of Use

Last updated: 08/10/2026

This Annex governs access to and use of the Artificial Intelligence (AI) features within the Pipefy Solution (Pipefy AI), taking effect on the date the Customer first uses such features. 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 and the Agreement, the provisions of this Annex will prevail solely with respect to use of Pipefy AI. For all other matters, the Agreement will 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 by third-party providers, in accordance with its Privacy Policy and the Sub-processor List. The Customer acknowledges that Pipefy may use Sub-Processors to provide these features, and that Pipefy and its Sub-Processors exclusively hold 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 use of the technology.

### 1.1 Operating Modes (Pipefy-Intermediated and BYO-LLM)

Pipefy AI may operate under two integration modes:

(a) **Pipefy-Intermediated Mode:** AI features are provided by providers engaged by Pipefy. These providers are contractually required not to use Customer Inputs or Outputs to train models, observing minimum necessary retention or Zero Data Retention (ZDR) where available.

(b) **BYO-LLM Mode (Bring Your Own Large Language Model):** the Customer may connect its 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 compliance and data privacy.

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

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

Pipefy does not use Customer data to train AI models, whether in Pipefy-Intermediated 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, as applicable.

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

**3. Security, Monitoring, and Data 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 recorded in the Customer's tenant for audit, quality, and abuse-detection purposes, in accordance with the configured retention mode. Pipefy may monitor use of Pipefy AI to prevent misuse, resolve technical issues, and maintain the platform's operational security.

**4. AI 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 impactful decisions. Pipefy does not guarantee exclusivity over Outputs, as different Customers may receive identical or similar responses.

**5. Customer Use and Responsibilities.** The Customer is responsible for ensuring that its use of Pipefy AI complies with applicable law and does not infringe third-party rights. The Customer assumes full responsibility for decisions made based on generated Outputs. In regulated sectors (such as insurance, financial services, or the public sector), AI Outputs do not constitute automated decisions with legal effect; underwriting, coverage, or claim-denial decisions must be reviewed and documented by a human.

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

Pipefy may suspend access to Pipefy AI in the event of a breach of these restrictions or a security risk.

**6. Use of Content and AI Improvements.** Pipefy does not claim ownership of Customer Content and does not use such data to train AI models. Pipefy may compile aggregated and de-identified technical and statistical data (for example, usage volume, latency, tokens, and failures) for operation, billing, and improvement of the solution, without identifying the Customer.

**7. Warranties.** Pipefy AI is provided "as is" and may contain errors or inconsistencies. Pipefy does not warrant accuracy, reliability, or fitness for particular purposes. The Customer must review and validate 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. Pipefy's total liability, where applicable, will be limited to the amount proportional to AI credit consumption during the corresponding contract period.

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

**9. Pricing and Availability.** Use of Pipefy AI may be managed through AI credits, renewable monthly and non-cumulative. Excess credits will be billed according to the amount set forth in the Order Form or the then-current price table. Pipefy may update the credit consumption and billing policy upon prior notice, maintaining transparency

regarding pricing and usage metrics.

**9.1 Suspension of Services for Non-Payment.** Pipefy may suspend access to Pipefy AI features if amounts owed for excess AI Credit usage are not paid within the stipulated period. The Customer will be duly notified to remedy the situation before any suspension.

**10. Updates and Modifications.** Pipefy may update this Annex or the AI services as necessary, notifying the Customer at least 30 (thirty) days in advance if there are significant impacts.

**11. Term and Termination.** The Customer may access Pipefy AI for as long as it complies with these terms. Pipefy may modify or terminate access to the tool in accordance with the provisions of the Agreement.

## **12. AI Transparency and Governance**

Pipefy will maintain a public page ("AI Trust Page") containing information on: (a) providers and sub-processors used; (b) processing regions, retention, and no-training/ZDR policies; (c) encryption, logging, and administrative controls by plan; (d) audit, DLP, and PII-masking practices; and (e) responsible AI use best practices.

Pipefy maintains an internal AI governance framework, with a committee formed by representatives from Legal, DPO, Information Security, and Product, responsible for approving providers, reviewing risks, overseeing 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 standards.

## **13. Intellectual Property in Workflow Intelligence and Proprietary Ontologies**

**13.1.** Pipefy is the exclusive owner of the intellectual property rights in: (i) the proprietary ontologies, blueprints, workflow-intelligence models, knowledge-graph databases, and MCP (Model Context Protocol) servers developed, maintained, or enhanced by Pipefy; (ii) the process patterns, architectures, and best practices identified or derived from aggregated and anonymized use of the platform; and (iii) the process-intelligence models trained or enhanced using Workflow Intelligence Data, as defined in Clause 1.5.1.1 of the Terms.

**13.2.** The Customer does not acquire, through this Agreement or through use of the Pipefy Solution, any ownership right over the assets listed in Clause 13.1, including blueprints, ontologies, or workflow-intelligence models made available by Pipefy. Access to such assets is granted solely under a limited, non-exclusive, non-transferable, revocable license of use, for purposes of the contracted service.

**13.3.** Workflow Intelligence Data, to the extent derived from the Customer's non-identifiable configurations, process patterns, and usage behaviors, may be used by Pipefy to enhance its proprietary models, without generating any right to compensation for the Customer. Pipefy warrants that such use will not compromise the confidentiality of the Customer's identifiable business data.

## **14. Customer Responsibilities Regarding Compliance with AI Regulation**

**14.1.** The Customer is solely responsible for: (i) classifying its processes, workflows, automations, and agents that use AI features of the Pipefy Solution in accordance with the categories and risk levels established under applicable AI regulation, including Regulation (EU) 2024/1689 (EU AI Act) and Bill No. 2,338/2023 (PL 2338) or any equivalent legislation that may be enacted; (ii) implementing the specific requirements required for each risk category, including, for high-risk AI systems, human oversight controls, technical documentation, audit logs, impact

assessments, and other applicable regulatory obligations; and (iii) ensuring that use of the Pipefy Solution in the context of its regulated processes complies with the sector-specific and regulatory obligations applicable to it.

**14.2.** For processes classified by the Customer as high-risk under applicable regulation, the Customer must: (a) enable and maintain the audit, logging, and traceability features available in the Pipefy Solution; (b) ensure effective human oversight of decisions or recommendations generated by AI features; (c) document the legal bases, purposes, and impacts of AI use in such processes; and (d) notify Pipefy if it identifies that a Solution feature, alone or in combination with other Customer systems, results in a high-risk or prohibited AI system, for purposes of a joint suitability assessment.

**14.3.** Pipefy does not perform AI risk classification of the Customer's processes and is not responsible for determining whether use of the Pipefy Solution, in the specific context of the Customer's operation, constitutes a high-risk AI system, a prohibited purpose, or any other regulatory category. Responsibility for such classification and for all resulting obligations rests solely with the Customer, as operator or deployer of the AI system, as applicable under the relevant definitions.

**14.4.** Pipefy will cooperate in good faith with the Customer in providing available technical information and documentation on the Pipefy Solution's AI features, when necessary for the Customer to comply with its regulatory obligations, provided such cooperation does not require disclosure of confidential information, trade secrets, or Pipefy's intellectual property.

## **15. AI Governance in Multi-Tenant and Single Tenant Environments**

**15.1.** In a Multi-Tenant environment, Pipefy may use Workflow Intelligence Data in anonymized, aggregated, and cross-organization form to enhance its proprietary ontologies, blueprints, and workflow-intelligence models. No identifiable business data, Personal Data, or content entered by the Customer in cards, fields, documents, or automations will be used for this purpose without express authorization.

**15.2.** In a Single Tenant environment, the Customer's Workflow Intelligence Data will be used exclusively on an intra-organization basis, to enhance the Customer's own environment (intra-organizational knowledge graph), except with the Customer's prior, express, and documented authorization to participate in Pipefy's cross-organization learning model.

**15.3.** Pipefy will adopt technical and organizational measures to ensure that Workflow Intelligence Data used to enhance cross-organization models is effectively anonymized and does not allow direct or indirect identification of the Customer or its business data.

## ANNEX VI — PIPESIGN TERMS OF USE

Last updated: 08/10/2026

This Annex governs access to and use of the Digital Signature feature within the Pipefy Solution (“PipeSign”), taking effect on the date the Customer first uses such features. This Annex is part of the Order Form together with the Pipefy Solution Terms and Conditions (together, the “Terms”) and governs the Customer’s rights and obligations in using certain optional features and functionalities involving digital signature integrations provided by Pipefy and/or its licensors. Capitalized terms not defined herein have the meaning given 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 and the Agreement, the provisions of this Annex will prevail solely with respect to use of PipeSign. For all other matters, the Agreement will continue to govern the relationship between the parties. The parties agree as follows:

**1. Digital Signature Feature.** Pipefy may provide digital signature features that allow the Customer to electronically sign documents within the Pipefy Solution (“Digital Signature”). These features may be developed by Pipefy and/or by third-party providers, in accordance with Pipefy’s Privacy Policy. The Customer agrees and acknowledges that Pipefy may use third-party providers to deliver the Digital Signature feature. Pipefy and its third-party providers exclusively hold all rights, titles, and interests in the Digital Signature feature, including all associated intellectual property rights. The Customer receives a limited, non-exclusive, non-transferable license to use the Digital Signature feature, as expressly permitted by this Annex. This license does not grant the Customer any ownership rights in the Digital Signature feature.

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

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

**2. Data Security.** Customer data used in the Digital Signature feature is transmitted securely and used only for the specific signature request. All documents and registration data submitted through the Digital Signature feature will be stored by Pipefy, available to all signatories and for any audit during the legal retention period, in accordance with Pipefy’s purge policy. The Customer acknowledges and agrees that Pipefy will not be liable for any loss or damage arising from use of the Digital Signature feature resulting from the Customer’s failure to comply with its legal or contractual obligations.

**2.1. Legal Validity.** Pipefy's Digital Signature feature meets the legal requirements applicable to the validity of electronic signatures. The Customer acknowledges that it is solely responsible for ensuring that its use of Digital Signature complies with the laws, needs, and regulations applicable in its jurisdiction, including obtaining any necessary consents or authorizations. Pipefy does not guarantee that digital signatures will be accepted by all authorities or third parties.

**3. Restrictions.** The Customer may not use the Digital Signature feature to: (a) simulate, by automated means, a User's actions to perform actions or collect information; (b) commit fraud or deceive third parties; (c) violate any technical documentation, usage guidelines, or these Terms and Annexes; (d) use the Digital Signature feature for any purpose other than sending documents for signature; (e) send documents for marketing/promotional purposes; (f) infringe, violate, or misappropriate any Intellectual Property rights of Pipefy or third parties. Breach of these restrictions may result in immediate suspension or cancellation of access to the Digital Signature feature, without prejudice to other applicable remedies.

**4. Limitation of Liability.** Pipefy uses advanced techniques to ensure the security and validity of digital signatures, but cannot guarantee the absolute integrity and accuracy of requested and performed signatures. The Customer and signing parties assume full responsibility for signatures performed through the Digital Signature feature and must independently verify the validity and suitability of signatures according to their specific needs. No information or signature generated by the Digital Signature feature will constitute any warranty not expressly stated in this Annex. Pipefy will not be liable for any indirect, incidental, special, punitive, or consequential damages arising from use of the Digital Signature feature, 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 feature will be granted through a prepaid usage-volume license system. Except for free plans or trials, the Customer will pay all amounts specified in the Order Form and/or Virtual Account relating to PipeSign, regardless of actual use, for the contracted term, which may be monthly, annual, or multi-year, as also specified in the Order Form and/or Virtual Account. Amounts are non-cancelable and non-refundable; purchased credits are non-cumulative, and the Customer may only use the purchased allowance during the Contract Term. For all purposes, the volume recorded in the Virtual Account will be used to assess and bill for any overage under the contracted allowances, in accordance with the conditions set forth in the Terms. The Customer acknowledges that failure to use the Digital Signature feature within the contracted term does not entitle it to refunds or credits for future periods. Pipefy reserves the right to change prices and availability conditions upon prior notice to the Customer.

**6. Updates and Modifications.** Pipefy may update this Annex or the PipeSign services periodically, due to, among other reasons, changes in law or regulatory requirements, security or protection reasons, circumstances beyond Pipefy's reasonable control, changes arising from the ongoing development of the Services, and/or to adapt to new technologies. The Customer will be informed of any modifications to these Terms that may negatively impact use of the services at least 30 days in advance, via email or in-product notification.

**7. Term and Termination.** The Customer may access and use PipeSign for as long as it complies with the terms of this Annex and the Agreement. Pipefy may modify, discontinue, or cancel 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 Customer must immediately cease use of PipeSign and will no longer have access to the Digital Signature features.

# TERMS AND CONDITIONS OF SERVICE

Last updated: 07/02/2026

These Terms and Conditions of Service ("Terms") constitute a contract entered into between Pipefy, Inc., a foreign company duly incorporated under the laws of Delaware, with its business address at 548 Market St, PMB 96462, San Francisco, California, United States of America (hereinafter referred to as "PIPEFY"), and you (the "CLIENT"). When referred to collectively, they are known as the "Parties."

These Terms govern the conditions for PROFESSIONAL SERVICES provided by PIPEFY ("Services") in connection with the acquisition of the Pipefy Solution. The Client accepts and agrees to these Terms by (i) clicking a box indicating acceptance, (ii) executing a Purchase Order referencing these Terms, or (iii) using the Pipefy Services, even on a free or trial basis.

BY ACCEPTING THESE TERMS, THE CLIENT REPRESENTS AND WARRANTS THAT IT HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE LEGAL ENTITY OR ORGANIZATION IT REPRESENTS, OBLIGATING IT TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE OR DO NOT HAVE THE AUTHORITY TO BIND THE COMPANY OR ENTITY, DO NOT ACCEPT THESE TERMS OR ACCESS/USE THE PIPEFY SOLUTION OR ITS WEBSITES..

## Definitions

- "Pipefy" refers to Pipefy Inc., a foreign company duly incorporated and formed under the laws of Delaware, and the sole holder and owner of the intellectual property of the Solution.
- "Intellectual Property" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered, including any goodwill associated with such marks), service marks, trade names, copyrights, patents, and other intellectual property rights governed by national and international laws.
- "Pipefy Solution" means the software-as-a-service technology, proprietary intellectual property reserved, licensed, and owned exclusively by PIPEFY, available for acquisition on Pipefy's website, subject to the Terms and Conditions of the Solution.
- "SoW" means "Statement of Work," a formal document that describes in detail the scope, objectives, deliverables, and requirements of the contracted services, serving as the basis for project execution and monitoring.
- "Pipefy Personnel" refers to employees of Pipefy who are responsible for providing remote support to the Client during the implementation of the Services.
- "Partner" refers to a certified Partner of PIPEFY, duly authorized to market and provide Services. Partners are not part of Pipefy Personnel and do not have the authority to act, bind, or commit PIPEFY.
- "Pipefy Solution Terms and Conditions" refers to the terms and conditions that govern the use of the Pipefy Solution, as available at: <https://www.pipefy.com/terms-and-conditions/>, which is incorporated into these Terms by reference.
- "Invoice" means the document issued by PIPEFY through which the Services are invoiced to the CLIENT and accepted as a fiscal document.

“Purchase Order” means the document specifying the purchased Service. Where applicable, the signed Purchase Order between the Parties will form an integral part of this agreement and will include any addenda and attachments issued by PIPEFY for exceptional cases negotiated between the Parties.

- “Force Majeure” means the occurrence of an event or circumstance that prevents or impedes the Client or Pipefy from fulfilling one or more of its obligations under these Terms, if and to the extent that the affected party demonstrates: [a] that the impediment is beyond its reasonable control; [b] that it could not have been reasonably foreseen; and [c] that the effects of the impediment could not have been reasonably avoided or overcome by the affected party.
- “Process” is defined as the workflow of the CLIENT’s operations, which, through the construction of a continuous sequence of operations that present a certain unity or are repeated regularly, will be managed using the Pipefy Solution.

## **1. SERVICES**

1.1. PIPEFY will provide the CLIENT with active licenses for the Pipefy Solution and Professional Services (“Services”), such as the implementation of Pipefy Solutions, specialized and/or dedicated support hours, proof of concept, among others, as outlined in these Terms, the Purchase Order, and/or the Statement of Work (SoW) agreed between the Parties, provided that the CLIENT fulfills its obligations as set forth in Section 2.

1.2. PIPEFY will determine at its discretion the professional(s) (“Pipefy Personnel”) who will perform the Services. If the CLIENT requests a change in Pipefy Personnel, the CLIENT must provide reasonable written justification for the request. PIPEFY will make commercially reasonable efforts to replace the assigned Pipefy Personnel with alternative Pipefy Personnel.

1.3. The Services will be provided remotely, Monday through Friday, during business hours from 9:00 AM to 6:00 PM, in the time zone of Pipefy Personnel. Furthermore, they will be provided for a fixed period, as formalized in the Purchase Order and/or the SoW agreed between the Parties.

1.3.1. If the CLIENT fails to fulfill its agreed obligations between the Parties, it will be subject to the penalties set forth in clause 2.2.1.

1.3.2. In exceptional situations, and provided prior written agreement between the Parties, the Services, or part of the Services, may be provided in person. In such cases, the CLIENT must reimburse PIPEFY for all reasonably incurred expenses within 30 (thirty) days of presenting the expense documentation. 1.4. Any changes to the scope and schedule of the Services, after the SoW has been signed between the CLIENT and PIPEFY, will be treated as additional engagements, subject to the acceptance of a Change Request and the consequent Purchase Order, as well as a new schedule for the performance or revision of the services.

1.4. The Client acknowledges that the estimated hours for the Professional Services are an initial forecast and may not be sufficient, with the possibility of needing additional hours depending on the complexity of the project.

1.4.1. If it is determined that the CLIENT’s demand exceeds the contracted monthly hour package, the CLIENT will be notified of the excess hours in order to formalize payment for additional packages. The charge will be invoiced in the month following the determination of excess hours, and services may be suspended until payment is made.

## **2. OBLIGATIONS OF THE PARTIES**

2.1. The CLIENT shall provide reasonable and timely cooperation in connection with the provision of Services by PIPEFY. PIPEFY will not be responsible for any delays caused by the CLIENT's failure to provide PIPEFY with the necessary information, materials, consents, or access to the CLIENT's facilities, networks, or systems required for PIPEFY to perform the Services.

2.1.1 If PIPEFY notifies the CLIENT of such a failure and the CLIENT does not remedy the failure within 5 business days, then PIPEFY may choose to:

(i) Suspend the Services until the issue is resolved; and/or

(ii) Terminate any incomplete Services, in which case the CLIENT will remain liable for any amounts due, as outlined in clause 3.1.

2.2. The CLIENT is responsible for obtaining any necessary consents and notices to allow the use and receipt of the Services.

2.2.1 The CLIENT is responsible for designating an individual, hereinafter referred to as the Project Leader, who will be authorized to approve the deliverables of the Services and will serve as the main point of contact between PIPEFY and the CLIENT in relation to the provision of the Services.

2.3. The CLIENT will use the Services in accordance with these Terms and the SoW , with the Terms and Conditions of the Pipefy Solution applied subsidiarily.

2.4 The CLIENT must keep their contact information updated with PIPEFY. All notices, permissions, and approvals relevant to the obligations and responsibilities arising from these Terms must be in writing and will be considered delivered on the first business day after being sent by email to the address provided by the CLIENT. 2.5 PIPEFY will be responsible for Pipefy Personnel and must meet the technical and quality standards defined in these Terms and the SoW.

## **3. FEES AND PAYMENT**

3.1. The CLIENT shall pay all amounts specified in the Purchase Order ("Fees"). The reduction of Services outlined in the Purchase Order during the contracted term is prohibited.

3.1.1. The CLIENT understands and agrees that the fees will be charged based on the number of hours or service package specified in the Purchase Order, regardless of actual usage.

3.1.2. The CLIENT understands and agrees that the number of hours or the appropriate package for the provision of Services is determined by PIPEFY based on the documentation and processes provided by the CLIENT up to the purchase date (the "Scope"). If the CLIENT chooses to purchase a package or number of hours lower than recommended by PIPEFY, or if, during the term of these Terms, the CLIENT changes the Scope, and it is determined that the purchased package or hours are insufficient for the proper provision of Services, PIPEFY may indicate the need to purchase additional hours or services through a Change Request. If the parties do not agree on this adjustment, PIPEFY may, for justified reasons, terminate the provision of services.

3.1.3. Changes in scope, insufficient information provided by the CLIENT, unforeseen events that substantially alter the CLIENT's requirements, legislative or regulatory changes, or force majeure events may impact the fees for Professional Services or the timeline set forth in these Terms. In such cases, the parties will work

in good faith to negotiate and formalize the necessary changes through a Change Request, in accordance with the Change Control Process defined herein. PIPEFY will not be obligated to perform any additional or modified services without the parties reaching a formal agreement on the terms of the Change Request.

3.2. Billing to the CLIENT will be made through an Invoice issued by PIPEFY and/or third parties contracted for payment processing, for the amounts corresponding to the Services to be paid according to the payment method selected by the CLIENT in the Purchase Order.

3.2.1. The amounts specified in the Purchase Order will be described in U.S. dollars. Charges for credit card fees, banking fees, currency exchange fees, taxes, duties, charges, contributions, levies, obligations, or government fees of any kind are not included in the charges.

3.2.2. In order for the billing of the Services to be processed, the CLIENT must provide accurate, truthful, valid, and up-to-date information to PIPEFY.

3.3. Payment Delay. In the event of non-payment by the agreed-upon due date, without prejudice to the legal and judicial measures available due to the CLIENT's default, PIPEFY reserves the right to immediately suspend the Services until the overdue obligation is regularized. In this case, the CLIENT will be subject to a revision of the timeline by PIPEFY, based on the internal availability of Pipefy Personnel.3.3.1. After 30 calendar days from the due date, PIPEFY may engage third-party companies to collect the overdue amount. The CLIENT shall reimburse PIPEFY for all reasonable expenses (including legal fees) incurred by PIPEFY in the collection of overdue payments, except when such payments are due to billing inaccuracies by PIPEFY.

3.4. In the exercise of its self-management and in consideration of free enterprise and competition, PIPEFY may, at any time, revise the pricing schedule for the provision of Services. Any price changes will be communicated to the CLIENT in writing in advance and will not affect Services already acquired at the time of the change, taking effect only upon renewal or acquisition of new Services.

3.5. Adjustment: The fees for the Resources will be adjusted annually in accordance with the collective bargaining percentage for the category. Adjustments will be communicated to the CLIENT in writing in advance and will take effect on the renewal date of the subscription. Changes exceeding 7% (seven percent) will be communicated to the CLIENT in writing in advance and will take effect on the renewal date of the subscription. Price changes are deemed accepted if the CLIENT continues using the Services of the Resources. The CLIENT has the right to reject price changes exceeding 7% (seven percent) by canceling the Services, without penalty or fees.

#### **4. ENGAGEMENT THROUGH PARTNER**

4.1. The acquisition of Services through certified Pipefy Partners ("Partner") may occur in the following cases:

(i) At the CLIENT's choice to acquire the Services directly from a Partner. In this case, the CLIENT will be bound by the Partner's contractual terms, in addition to the provisions of these Terms.

(ii) At PIPEFY's discretionary choice, which may opt to use a certified Partner for the provision of Services, without the CLIENT's prior consent. In such cases, PIPEFY will be responsible for ensuring the quality standard as stipulated in these Terms.

4.2. In the case of clause 4.1 (ii), the CLIENT must immediately notify PIPEFY if there is any dissatisfaction with the Services provided by the Partner, providing all justifications and supporting evidence. PIPEFY will analyze the claim

within 10 (ten) days and may replace the Partner.

4.2.1. In cases where the use of the Partner is decided by PIPEFY without the CLIENT's option, payment and engagement of the Services will be formalized and paid directly to PIPEFY, which will be responsible for passing any necessary amounts and information to the Partner for the execution of the Services.

4.3. If the CLIENT chooses to acquire Services through a Partner (as per case 4.1 (i)), it is agreed that:

- a) The CLIENT will pay the fees directly to the Partner, who will be fully responsible for delivering the Services.
- b) The details of the fees and Services will be those specified in the instrument issued and formalized with the Partner, with the Partner solely responsible for the accuracy of any Purchase Order or Terms formalized for the engagement of the Services;
- c) The Partner is not authorized to modify these Terms or make any promises or commitments on behalf of PIPEFY. PIPEFY is not bound by any obligations to the CLIENT beyond those established in these Terms;
- d) If the CLIENT believes they are entitled to reimbursement or compensation due to poor service provided by the Partner, as allowed by these Terms, PIPEFY may mediate the dispute with the Partner, requesting evidence of the case. However, the Partner will remain solely responsible for any reimbursements or adjustments to the acquired Services, as per the specific agreement between the CLIENT and the Partner, excluding PIPEFY from the dispute.

## **5. WARRANTIES, LIMITATION OF LIABILITY, AND REMEDIES**

5.1. Each Party represents and warrants that it is capable and has full power and authority to enter into these Terms.

5.2. PIPEFY will perform the Services professionally and in accordance with market best practices. PIPEFY will use Pipefy Personnel with the necessary skills, experience, and qualifications to perform the Services. Any claim regarding the Services or warranties provided by PIPEFY must be formally submitted by the CLIENT within 30 days of the completion of the Services, after which the deliverables will be considered accepted.

5.2.1. The terms and conditions outlined here refer to billable Professional Services and are not related to support services provided by Pipefy, such as Product Support and the Customer Success team.

5.2.2. Pipefy will provide expertise exclusively related to the implementation of the project described in this document and does not guarantee that its resources are proficient in other programming languages or have knowledge of third-party products.

5.3. Except as expressly provided in these Terms, to the maximum extent permitted by applicable law, PIPEFY assumes a duty of means, not a duty of result/end, and does not offer any warranties of any kind, including warranties of merchantability, non-infringement, or error-free or uninterrupted use of the Services.

5.4. The CLIENT's exclusive remedy for PIPEFY's proven failure to provide the Services in accordance with Section 5.2(PipeFY's Warranty), once agreed upon and the deadline for resolution has passed, will be to require PIPEFY, at its discretion, to:(1) use commercially reasonable efforts to correct the reported portion of the Services or(2) terminate the Purchase Order related to the reported portion of the Services, with reimbursement of the amounts received for the Services that are proven to be non-compliant.

5.5. The CLIENT understands and agrees that the Services do not come with any express or implied warranty, nor

any condition of any kind regarding the development of future functionalities in the Pipefy Solution. The Client agrees that the acquisition of the Services is not conditioned upon any expectation related to: (a) the delivery of any future functionalities related to the Pipefy Solution, or (b) any public comments, oral or written, made by PIPEFY regarding possible functionalities or features to be developed.

5.6. PIPEFY is not responsible for damages caused by Partners or Third Parties to the CLIENT, nor will it be liable for damages caused by the CLIENT to third parties resulting from the CLIENT's failure to comply with any obligations under these Terms. PIPEFY's joint or secondary liability for any losses or damages (whether material or moral) suffered by third parties or the CLIENT due to the failure to comply with the responsibilities set out in these Terms cannot be claimed.

5.7 . Exclusion of Indirect Damages and Related Damages. The Parties' liability will be limited to direct damages, as well as the amount paid for the Services contracted by the CLIENT in the 12 (twelve) months prior to the damaging event. In no case will the Parties have any liability to the other Party for any indirect damages, such as loss of profits, loss of revenue, or loss of an opportunity, resulting from the failure to comply with the obligations set forth in these Terms or by law.

## **6. TERM AND TERMINATION**

6.1. The contract will be valid for a determined period, starting from the date of signing the Purchase Order ("Effective Date") and will remain in effect until the completion of the contracted services, subject to the deadlines agreed upon in the Purchase Order.

6.2. After the Effective Date, except in cases of Force Majeure, in the event that the CLIENT: i) becomes unresponsive, failing to respond to the Pipefy team's contact attempts for 5 business days or more; ii) does not comply with the schedule or deliverables of the Services, or fails to attend, without prior notice, two or more scheduled meetings during the implementation stages; iii) breaches other obligations and responsibilities assigned to them in these Terms, PIPEFY may, after prior notification, choose to: a) suspend the Services until the irregularity is resolved; or b) terminate its obligations under these Terms, removing the CLIENT's access to the Services. In cases of termination for cause, the CLIENT will not be entitled to a refund of any prepaid fees and will remain obligated to fulfill the payment obligations for the Services, as specified in the applicable Purchase Order.

6.3. Either Party may terminate these Terms by providing 30 (thirty) days' advance notice to the other Party. If terminated by the CLIENT, the CLIENT must complete the cancellation form available at <https://app.pipefy.com/public/form/XqTumhKO>. In the event of unjustified termination, the CLIENT will not be entitled to a refund of any prepaid fees and will remain obligated to fulfill the payment obligations for the Services, as specified in the applicable Purchase Order.

6.4. In no case will the CLIENT be entitled to a refund, acknowledging that they will be responsible for the payment of any amounts related to the remainder of the term of all Purchase Orders. 6.5. Billing notifications must be sent to the CLIENT through the billing contact designated by the CLIENT. All notices, permissions, and approvals related to the obligations and responsibilities arising from these Terms must be in writing and will be considered delivered on the first business day after sending an email to the CLIENT's registered email address, or, in the case of PIPEFY, to the email address of the responsible PIPEFY professional or to [legal@pipefy.com](mailto:legal@pipefy.com). PIPEFY may notify the CLIENT of general information regarding the use of the Product via email to the address registered by the CLIENT on the Pipefy Platform.

## **7 . GENERAL PROVISIONS**

7.1 These Terms regulate specific obligations for the acquisition of the Services, such that all provisions of the Terms and Conditions of the Pipefy Solution, which do not expressly conflict with the specific conditions of these Terms, are fully ratified.

7.1.1 In the event of any conflict or inconsistency between the following documents, the order of precedence will be as follows:(1) the applicable Purchase Order,(2) the Terms and Conditions – Provision of Professional Services;(3) the SoW ,(4) the Terms and Conditions of the Pipefy Solution.

7.2 The Parties may modify this Agreement through a written instrument signed by both parties, with PIPEFY reserving the right to modify this Agreement by updating and publishing it on its website.

7.3 No failure or delay by either party in exercising any right provided for in this Agreement shall constitute a waiver of that right. The Parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the Parties.

7.4 The content of the sections related to Confidentiality, Intellectual Property, Support, Non-Pipefy Applications, Data Protection, and Jurisdiction and Applicable Law, agreed upon by the Parties when accepting the Terms and Conditions of the Pipefy Solution, are part of this Agreement and are fully ratified.

7.5 These Terms, the applicable Purchase Order, and the SoW constitute the complete understanding between PIPEFY and the CLIENT for the acquisition of the Services, replacing all previous agreements or representations, written or oral, related to the Services.

7.6 Dispute Resolution: The Parties agree to seek prior extrajudicial resolution of any dispute, question, or litigation arising from the contract, including its interpretation or execution. The Party that feels aggrieved must notify the other party of the conflict so that they can resolve the issue within the agreed timeframe, which must be at least 30 (thirty) days from the date of receipt of the notification.

7.7 Electronic Signature: The parties declare and agree that this instrument may be signed electronically or virtually accepted in accordance with the provisions of MP No. 2.200-2/2001, especially § 2 of article 10. The parties acknowledge that both forms of contracting will be valid, effective, and constitute an enforceable extrajudicial title for all legal purposes, as provided in Article 784, III, of the Code of Civil Procedure.