

# Terms and Conditions

## Master Subscription Agreement (MSA)

This Agreement (this “Agreement”) is made by and between Pipefy, Inc., a Delaware corporation, with commercial address at San Francisco, CA, at 548 Market St, PMB 96462, USA, (“PIPEFY”) and You (“CUSTOMER”).

- Please read this **Agreement** and its Annexes carefully!
- It will govern your access and license of use of **PIPEFY** Technology and the terms and use of services available on Pipefy’s online platform.
- By creating a virtual account on Pipefy’s online platform, accessing and/or using Pipefy’s Services, you also agree to this Agreement.
- If you do not agree to this **Agreement and its Annexes**, you may not create a virtual account on, access or use, the Services.
- If You are accepting this **Agreement and its Annexes** on your behalf or on behalf of a company or other legal entity, you represent and warrant that: (i) you are age of majority under the law; (ii) you have full legal authority to bind your employer or such entity to these Terms of Service; (iii) you have read and understand these Terms or Service; and (iii) you agree to these Terms of Service on your behalf or on behalf of the party that you represent.

## SECTION 1

### Subscription e Use of Pipefy Services

**1.1 Subscriptions.** Unless otherwise provided in this **Agreement** or Order Form:

(a) the rights of use and access to the Purchased Services are acquired as subscriptions, as long as the Virtual Account is active, or for the time period determined in the Order Forms;

(b) new subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added; and

(c) any added subscriptions will be terminated on the same date as the underlying subscriptions.

**1.2 Users and Purchase Features.** Unless otherwise specified in your Virtual Account or Order Form, the use and access to the Purchased Services are subject to:

(a) the Purchase Features provided in your Virtual Account or in the Order Form;

(b) the quantity of Users provided in the Virtual Account or in a Order Form, authorized to use the Purchased Services, being expressly agreed that the use of the Services by any other User in excess of the contracted number will be additionally charged by **PIPEFY**.

1.2.1 User identification cannot be shared with any other person. If a User identification may be reassigned to a new individual replacing one who no longer uses the Services, the total number of Users recorded under this **Agreement** or Order Form must be maintained.

1.2.2 If the limit of Users or Purchase Features is exceeded by the **CUSTOMER, PIPEFY** is authorized to, regardless of previous approval:

(a) In the event of exceeding the number of Users provided in Virtual Account or Order Form, to carry out *pro rata* collection of the additional quantities of access to the Services applicable, in accordance with Section 3.2 (Values and Payment).

(b) In the event of exceeding the usage of any features from your current plan, within 24-hour prior notification, allocate you to a new plan that corresponds to your current use of the features. If You do not agree with the automatic actualization of your current plan, You must reduce your usage limits by contacting us within the next 24 hours through the support channels.

**1.3 Add-Ons Use and Purchase.** **PIPEFY** may develop Add-Ons and as they become available, they will be eligible for purchase in any package and may be contracted at any time. In this context, the **CUSTOMER** may choose to use the available Add-Ons, and declares that it may be charged in additional amounts if the acquisition of such Add-ons is supervenient to the signing of the Order Form or acquisition through the Online Platform, as applicable.

1.3.1 Notwithstanding the foregoing, **PIPEFY** may allow **CUSTOMER** to use Add-Ons on a test basis, without paying any additional fees, for up to thirty days (as per the “Beta Services” section), or as expressly agreed between the parties.

**1.4 Usage Compliance.** **CUSTOMER** declares and agrees not to:

(a) make any access available or use any Service for the benefit of, anyone other than the **CUSTOMER** or your Users;

(b) sell, resell, license, sublicense, distribute, rent or lease any Service, and shall not offer any Service within the sphere of a service bureau or outsourcing offering;

(c) use the Services to store or transmit slanderous content, illegal or unlawful or to store or transmit material in violation of third-party privacy or intellectual property rights;

(d) finance, fund, sponsor, or in any way use the Purchased Solutions to subsidize the practice of any illegality;

(e) use the Solutions to store or transmit Malicious Code, for social engineering (phishing, baiting, ect.), for sending marketing mail or bulk emails (spam), to non-existent or invalid addresses, with appealing content, or that in any way negatively influences the reputation of the Solutions, and will limit the use for sending transactional emails, related to the process managed on the online platform;

- (f) interfere with or disrupt the integrity or performance of any tool or third-party data contained therein;
- (g) attempt to gain unauthorized access to any tool or its related systems or networks;
- (h) permit direct or indirect access to or use of any tool in a way that circumvents a contractual usage limit;
- (i) copy the Services or any part, feature, function or user interface thereof, as well as not reproduce, modify, create or prepare works deriving from any Documentation or Pipefy Technology;
- (j) copy the Services except as expressly permitted by **PIPEFY**;
- (k) frame or mirror any part of any of the Services, other than framing on CUSTOMER's own intranets or otherwise for CUSTOMER's own internal business purposes or as permitted in the Documentation;
- (l) access any Tool in order to build a competitive product or service;
- (m) carry out reverse engineering, reverse assembly or decompilation of any Services, including the Pipefy Technology; or
- (n) attempt in any way to extract the source code of any Pipefy Technology or to misuse Pipefy's Intellectual Property, whether registered or not.

## SECTION 2

### RESPONSIBILITIES

**2.1. Availability of Purchased Services.** Upon the acceptance of our terms in this **Agreement** or Order Form (prevailing whichever happens earlier), **PIPEFY** will:

1. a) make the Purchased Services available to the **CUSTOMER** pursuant to this **Agreement** and the respective Order Form
2. b) provide the **CUSTOMER** with standard support or if otherwise agreed with the support provided for in Annex III (Standard Service Level Agreement), in relation to the Purchased Solutions, at no additional cost;
3. c) use commercially reasonable efforts to make the online Purchased Services available on-line 24 hours a day, 7 days a week, except for (i) planned downtime, and (ii) any unavailability caused by circumstances beyond reasonable control, including, for example, an act of God, Internet service provider failure or delay, internet connection or Non-Pipefy Applications.

2.1.1 **Staff. PIPEFY** will be responsible for the performance of its employees and contractors and their compliance with its obligations in accordance with this **Agreement**, except as otherwise specified herein.

**2.2 Customer Responsibilities.** On its side, **CUSTOMER** will:

1. a) be responsible for compliance with this **Agreement** by the Users,
2. b) be responsible for the accuracy, quality and legality of your Data and the means by which acquired the Data added into Pipefy's technology,
3. c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify **PIPEFY** promptly of any such unauthorized access or use,
4. d) use the Services in accordance with this **Agreement** and applicable laws and government regulations, and
5. e) comply with terms of service of Non- Pipefy Applications **CUSTOMER** uses in connection with the Services.

## SECTION 3

### FEES AND PAYMENT

**3.1 Fees.** **CUSTOMER** will pay for all amounts specified in the Order Form and/or Virtual Account, relating to the subscription of the Purchased Solution and any Add-on as applicable.

1. 3.1.1 The amounts charged are based on the quantity of Users, purchased features, and add-ons, according to the plan, term and negotiations reflected in the Order Form and / or Virtual Account, regardless of the actual use, prohibited the downgrade of the negotiated subscriptions during the provided term, under the penalty provided at section 3.3.
2. 3.2.1 The amounts specified in the Order Form and / or Virtual Account will be paid in US dollars. Credit card, bank or exchange rates, taxes, duties, charges, contributions, launches, obligations or fees and / or government charges of any nature are not included in the charges.

**3.2 Billing and Payment.** Billing to the **CUSTOMER** will occur through Invoice, issued by **PIPEFY**, or third parties hired to process payments, in the amounts corresponding to the Purchased Solutions to be paid according to the payment method selected by the **CUSTOMER** in the Order Form or Virtual Account. 3.2.1 The billing and their respective amounts correspond to the information defined in the Order Form or Virtual Account, under the terms of this Agreement.

3.2.1 In order for the respective billing of subscriptions to be processed, **CUSTOMER** must provide valid and updated information to **PIPEFY**.

**3.3 Late payment and Downgrades.** In case of non-payment on the agreed due date, and/ or in case of downgrade of the conditions agreed for an initial purchase during the agreed term, without prejudice to the application of default interest of 1% per month and a fine of 2% on the amount of the overdue installment, as well as the adoption of the applicable legal and judicial

measures, PIPEFY reserves the right to adopt the following administrative measures: a) Condition future subscription renewals to shorter payment terms than those specified on the website or in the Order Form (as applicable); b) Disregard the application of any business conditions granted at the time of the subscription; and/or c) Suspend access to the CUSTOMER's Purchased Solutions and Virtual Account may be considered disabled, until the amount in default is settled.

1. 3.3.1 Before suspending access to the Purchased Solutions or deactivating the Virtual Account, PIPEFY will notify the CUSTOMER, at least 5 (five) days in advance, for those who opted for payment by credit card; and 10 (ten) days in advance for those who opted for other payment methods specified in the Order Form or Virtual Account, stating that their account is overdue.
2. 3.3.2 Like this Agreement, as applicable, the Order Form signed by the CUSTOMER constitutes an enforceable title and may be enforced in Court. After 30 calendar days have passed after notification, it is expressly agreed that PIPEFY may use the service of outsourced companies to collect the overdue amount.

## SECTION 4

### DATA PROTECTION

**4.1 CUSTOMER DATA PROTECTION.** CUSTOMER understands that PIPEFY will collect its data during its use of the Solutions and maintain administrative, physical and technical protections for the security, confidentiality and integrity of CUSTOMER Data, as described in this Agreement, in the Data Protection Annex (Annex II) and Pipefy's Privacy Policy available at <<https://www.pipefy.com/privacy-policy/>> which may be updated by PIPEFY from time to time and is incorporated herein by reference.

**4.2 CUSTOMER** data will be used as indicated in the documentation above, aiming the following:

1. a) to provide the Services;
2. b) to prevent or address problems of a technical nature,
3. c) improve and upgrade the Services,
4. d) compliance with the law in accordance with Section 5.2 (Compelled Disclosure) below, or
5. e) as CUSTOMER expressly permits, including in cases whereby Data will be shared with Non-Pipefy Applications.

**4.3 Retention and Deletion of Personal Data.** CUSTOMER data will be stored in the PIPEFY's database even if it has been deleted through the application or API, as long as the contract between the parties is valid. In cases of contractual termination, regardless of the cause, PIPEFY reserves the right to delete CUSTOMER's Personal Data in up to 180 (one hundred) and eighty days after the termination of the Agreement, or in accordance with CUSTOMER's instructions.

**4.4 Treatment of Personal Data.** PIPEFY and CUSTOMER undertake to treat information classified legally as personal data, due to the present relationship, in compliance with the applicable legislation, including but not limited to the Brazilian Federal Law nº 13.709/2018 (Lei Geral de Proteção de Dados, the European data protection regulation (GDPR) and in compliance with the purpose established in this **Agreement** and according to the terms under Annex II.

**4.5 Transfer of Data.** The Parties undertake not to transfer and / or share with third parties the personal data processed as a result of this contractual relationship, unless it is an essential requirement for the fulfillment of this Agreement, pursuant to Annex III - Data Protection and PIPEFY's Privacy Policy and Section 4 (four) below, declaring CUSTOMER is aware that PIPEFY stores its data on servers located in the United States.

## SECTION 5

### CONFIDENTIALITY

**5.1 Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind in a manner to:

1. a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and
  2. b) limit access to Confidential Information of the Disclosing Party to its employees and employees of its Affiliates and service providers, who are working in connection to the performance of this Agreement and who have signed a confidentiality agreement with the Receiving Party.
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1. 5.1.1 Neither party will disclose the terms of this Agreement, any Order Form to any third party or Technical Specifications ("Documentation") other than its Affiliates, legal counsel and accountants without the other party's prior written consent.

**5.2 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, regulation or judicial or administrative order to do so, provided that the Receiving Party promptly notifies the Disclosing Party prior to make such disclosure (unless prohibited by law or disclosure order) in order to facilitate the efforts of the Disclosing Party to protect its Confidential Information. The Receiving Party shall provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If in the absence of a protection order or any other remedy, or the receipt of consent by the Disclosing Party, the Receiving Party is compelled by any court, regulatory entity, agency or similar entity to disclose the Disclosing Party's Confidential Information the Receiving Party can disclose, without any responsibility herein foreseen, the portion of the Confidential Information legally bound to be disclosed and the Receiving Party will endeavor its best efforts to preserve the confidentiality of the remaining Confidential Information

## SECTION 6

## PROPRIETARY RIGHTS AND LICENSES

**6.1 Reservation of Rights.** PIPEFY reserves all the rights, title, and interest relative to the Services, including all PIPEFY's related intellectual property rights.

**6.2 License to Use Pipefy Technology.** PIPEFY grants to CUSTOMER a worldwide, non-exclusive license for a determined time, on rights relative to the Pipefy Technology, strictly to use the Purchased Services, subject to the terms of this **Agreement**, its Attachments and Order Form.

1. 6.2.1 The Service is made available on a limited access basis, and no ownership right is conveyed to CUSTOMER. PIPEFY has and retains all rights, title and interest, including all intellectual property rights, related to the Services, including all modifications, updates, upgrades, extensions, components and all derivative works to the Service. All our rights not expressly granted under these Terms of Service are hereby retained to PIPEFY.

**6.3 License by CUSTOMER to Host Data and Applications.** CUSTOMER authorizes PIPEFY and its Affiliates a license of use, with a limited term for the duration of the contracted subscriptions, to host, copy, transmit and display CUSTOMER Data, including with program codes when created by or for CUSTOMER, as well as for Non-Pipefy Applications, when applicable, as necessary PIPEFY provide access to the Solutions in accordance with this Agreement.

6.3.1 PIPEFY and its Affiliates may use the Data collected for the purpose of gathering information and anonymous metrics to improve the Services and for other purposes of development, diagnosis and correction in connection with the Services, provided that it is anonymized, without direct link with the CUSTOMER.

**6.4 License to Use Feedback.** CUSTOMER grants PIPEFY and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by the CUSTOMER or Users relating to the operation of the Services.

**6.5 Commercial References.** PIPEFY may use the CUSTOMER's name and logo on its website for the purpose of identifying the CUSTOMER as a user of the PIPEFY solution, but shall not refer to the CUSTOMER publicly in other promotional materials, press releases, events or case studies without the prior express consent of the CUSTOMER .

## SECTION 7

### NON-PIPEFY APPLICATIONS AND INTEGRATIONS

**7.1 Acquisition of Non-Pipefy Products and Services.** Purchased Solutions may contain tools designed to interoperate with Non-Pipefy Applications. In order to use these tools, **CUSTOMER** may be required to gain access to the Non-Pipefy Application and may be asked to give **PIPEFY** access from their Non-Pipefy Application account(s) to ensure the smooth functioning of the integration. Any purchase by **CUSTOMER** of Non-Pipefy products, Solutions or services and any exchange of data between **CUSTOMER** and any Non-Pipefy Applications is the sole responsibility of **CUSTOMER** and **PIPEFY** will have no participation or interference in the relationship between **CUSTOMER** and the Non-Pipefy application in question.

1. 7.1.1 **PIPEFY** does not warrant or provide support in relation to Non-Pipefy Applications, or other Non-Pipefy products or services, whether or not designated by **CUSTOMER** as "certified" or otherwise, unless otherwise expressly specified in the documentation that formalizes the acquisition of the Acquired Solutions.
2. 7.1.2 If **CUSTOMER** installs or enables a Non-Pipefy Application for use in conjunction with the Services, **CUSTOMER** undertakes to recognize, accept and comply with the applicable terms and conditions and the privacy policy of the Non-Pipefy Application in the exact extent of **CUSTOMER**'s use of such Non-Pipefy Application.

**7.2 Non-Pipefy Applications and CUSTOMER's Data.** In accordance with and under the terms in the Privacy Policy, if **CUSTOMER** installs or enables a Non-Pipefy Application for use together with the Services, **CUSTOMER** is aware and agree that the provider of that Non-Pipefy Application may access its Data as required for the interoperation of that Non-Pipefy Application with the Services. Within this context, **PIPEFY** is not responsible for any incident, disclosure, modification or deletion of Data resulting from access by a Non-Pipefy Application.

## **SECTION 8**

### **WARRANTIES OF PURCHASED SOLUTIONS, FUTURE FEATURES AND BETA SOLUTIONS**

**8.1 Warranties.** **PIPEFY** warrants that:

1. a) this Agreement accurately describes the applicable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the **CUSTOMER's** Data;
2. b) will not materially decrease the overall security of the Purchased Services during the subscription term;
3. c) the Purchased Services will perform materially in compliance with the applicable law and this **Agreement**;
4. d) will not materially decrease the functionality of the Purchased Services during the subscription term, and (e) the Purchased Services will not introduce Malicious Code into **CUSTOMER's** systems.

**8.2 Future Features.** Except as otherwise set forth in this Agreement, the **CUSTOMER** understands and agrees that the service is provided "AS IS" and "AS AVAILABLE", without



express or implied warranty or condition of any kind. **CUSTOMER** agrees that its subscription and acquisition of the Purchased Solutions are not subject to any expectations related to:

1. a) delivery of any future Features that are related to the Purchased Solutions, or
2. b) to any public comment, oral or written, made by PIPEFY about possible functionality or characteristics to be developed.

**8.3 Beta Services.** From time to time, **PIPEFY** may invite **CUSTOMER** to try Beta Services at no charge. **CUSTOMER** may accept or decline any such trial in **CUSTOMER'S** sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this **Agreement**, are not supported, and may be subject to additional terms. **PIPEFY** may discontinue Beta Services at any time in our sole discretion and may never make them generally available. **PIPEFY** will have no liability for any harm or damage arising out of or in connection with a Beta Service.

## SECTION 9

### TERM AND RENEWAL

**9.1 Term of Agreement.** This Agreement shall commence on the date the **CUSTOMER** accepts the terms of this Agreement, or sends **PIPEFY** a copy of the signed Order Form, prevailing whichever happens earlier and will remain in force until all the subscriptions under this Agreement have expired or are terminated.

**9.2 Subscription Term and renewal.** The term of each subscription shall be as specified in the Virtual Account and/or in the Order Form, as applicable. Except as otherwise specified, the subscriptions will automatically renew for additional periods equal to the expiring subscription term or for one year (whichever is shorter), unless the **CUSTOMER** gives the other notice of non-renewal at least 15 days before the end of the relevant subscription term.

**9.3. Pricing upon renewal.** Without prejudice to any variations resulting from negotiations held between the Parties, the amount charged at the time of renewal will be the list price in effect at the time of renewal, as available at <<https://www.pipefy.com/pricing/>>, plus any Add-ons and additional Services if purchased by the **CUSTOMER**. **PIPEFY** is not bound by any discounts or bonuses granted during the term of the previous term.

9.3.1 In the exercise of its self-management and in view of the free initiative and competition, **PIPEFY** may, at any time, revise its price list for the provision of the Solutions. The increases arising from the annual inflation adjustment, which is limited to 7% (seven percent), will be communicated to the **CUSTOMER** in writing, taking effect only at the subscription renewal date. Increases greater than the inflation adjustment are possible when negotiated and agreed between both Parties.

9.3.2 Pricing is accepted if the **CUSTOMER** continues to use the Purchased Solutions, under the new terms and conditions. **CUSTOMER** is entitled stop the renewal and/ or terminate the

subscription before the end of the referred term, under the conditions set out in section 10 (termination).

**9.4 Subscriptions Plans.** The CUSTOMER authorizes PIPEFY to store its payment method(s) and automatically charge its payment method(s) until the Order Form has expired or is canceled, under the terms of this Agreement. The CUSTOMER may choose from the following Plan modalities:

1. (i) monthly plan with monthly payment, in which the CUSTOMER will be charged, in equal and recurring monthly installments, the amount indicated in the Virtual Account or Order Form;
2. (ii) annual plan with up-front payment, in which the CUSTOMER will be charged, in a single installment, the amount indicated in the Virtual Account or Purchase Order;
3. (iii) annual plan with monthly payment, in which the CUSTOMER will be charged, in equal and recurring monthly installments, the amount indicated in the Virtual Account or Order Form;
4. (iv) multi-year plan, in which the CUSTOMER will be charged, in a single installment, the amount indicated in the Virtual Account or Purchase Order.

9.4.1 The modalities listed in items (iii) and (iv) will be made available on demand, and the CUSTOMER must contact PIPEFY through the support channels to obtain more information.

## SECTION 10

### TERMINATION AND REIMBURSEMENT

**10.1 Termination by CUSTOMER.** The CUSTOMER may terminate this Agreement, without cause, upon prior written notice of at least 15 (fifteen) days to PIPEFY, under the terms of section 14.8.

1. 10.1.1 In case of termination without cause under the above terms, the CUSTOMER will not be entitled to reimbursement of any prepaid fees and will remain obliged to comply with the outstanding payment obligations, under the terms provided in the Virtual Account or in the Order Form.

**10.2 Termination by both Parties.** Either Party may terminate this Agreement, by operation of law, without prior notice, in the following cases:

1. (i) if a material breach of this Agreement is not remedied, within the period granted to remedy it, when subject to remediation;
2. (ii) if one of the Parties becomes the subject of bankruptcy proceedings or any other proceeding relating to insolvency, receivership, liquidation; and
3. (iii) in case of criminal conviction by a competent court.
4. (iv) in case of reasonable suspicion or real violation of clause 14.2 and its sub-clauses, which may cause commercial, financial or image damages to the other Party

1. 10.2.1 In case of termination by **CUSTOMER** in accordance with item 10.2 above, **PIPEFY** will refund any prepaid fees, referring to the period between the effective termination and the Order Forms.
2. 10.2.2 If the termination is given by **PIPEFY**, pursuant to item 10.2 above, the **CUSTOMER** will not be entitled to a refund, and will still be responsible for the payment of any fees for the remainder of the term of all Order Forms.
3. 10.2.3 In the case of item 10.2, (i), **PIPEFY** shall, without prejudice to other measures that may be taken, choose to suspend the use of the Services or disable any Virtual Account or User access, and may also remove any content that it considers inappropriate or infringes the rights of third parties.
  1. 10.2.3.1 In this case, **PIPEFY** will notify **CUSTOMER** prior to such suspension or deactivation in accordance with item 14.8 (Notice), unless it is prohibited to notify under applicable law or due to legal process, such as orders, warrants or any similar action brought by a court or governmental administrative agency.

**10.3** In no event of termination provided herein will **CUSTOMER** be relieved of the obligation to pay any fees to PIPEFY related to the period prior to the effective date of termination.

## SECTION 11

### LIABILITIES

**11.1 Responsibility for the use of the Solutions.** **CUSTOMER** assumes full responsibility for defining access levels for your employees who will appear as Users of the Purchased Solutions, whether they are employees, agents or any third parties whose access to the Purchased Solutions is provided by **CUSTOMER**. **PIPEFY** joint or sole liability won't be argued for any losses and damages (personal, material and/or moral) that may be suffered by third parties, due to the breach of **CUSTOMER** responsibilities in the faithful use of the Solutions or for any illegalities committed by the Users in the use of the Purchased Solutions.

1. 11.1.1 **PIPEFY** shall not be held liable for damages caused by the **CUSTOMER** to third parties due to failure to comply with any obligations provided for in this **Agreement**, in particular those provided in this clause 11.2 and in clause 1.4 (Usage Compliance), as well Annex II.

**11.2 Limitation of Liability.** The Parties agree that the liability for direct damages, damages arising out or related to this **Agreement** may not exceed the amount paid by the **CUSTOMER** in the last 12 (twelve) months prior to the harmful event, except in cases of proven serious neglect or intentional misconduct.

1. 12.1.1 The above limitations will apply whether an action is in Contract or tort and regardless of the theory of liability. However, the above limitations do not apply to obligations of:
  1. (i) **CUSTOMER'S** payment under Section 3 e/ou
  2. (ii) to any violation or misappropriation by **CUSTOMER** or User to any of **PIPEFY'S** Intellectual Property Rights.
  3. (iii) any violation of obligations set forth in Section 4 or in Annex II (Data Protection) by either party.

**11.3 Exclusion of Consequential and Related Damages.** In no event shall either Party have any liability to the Other Party for any indirect, special, incidental, collateral, consequential, punitive or coverage damages, including, but not limited to loss of profits or revenue arising from non compliance with obligations under this Agreement or torts regardless of the theory of liability, even if one of the Parties has advised the other of the possibility of such damages.

**11.4 Allocation of risk.** The provisions of this Agreement fairly allocate the risks between **PIPEFY** and the **CUSTOMER**. The **CUSTOMER** acknowledges and agrees that the pricing of Solutions reflects this allocation of risk and the limitation of liability specified herein, and that **PIPEFY** would not enter into this Agreement without such allocation and limitation.

## SECTION 12

### INDEMNIFICATION

**12.1. Indemnification by PIPEFY.** Under section 11 (Responsibilities) of this Agreement, **PIPEFY** agrees to defend the **CUSTOMER** for all third-party claims arising from an allegation that the use of the **CUSTOMER** Purchased Solutions infringes the intellectual property rights of a third-party. In this case, as and if carried out as permitted in this **Agreement**, **PIPEFY** will indemnify the **CUSTOMER** for damages, reasonable attorneys' fees and duly substantiated costs incurred by **CUSTOMER** as a result of a claim filed by a third-party against **CUSTOMER**.

**12.2 Indemnification by PIPEFY.** Under section 11 (Responsibilities) of this Agreement, **PIPEFY** agrees to defend the **CUSTOMER** for all third-party claims arising from an allegation that the use of the **CUSTOMER** Purchased Solutions infringes the intellectual property rights of a third-party. In this case, as and if carried out as permitted in this **Agreement**, **PIPEFY** will indemnify the **CUSTOMER** for damages, reasonable attorneys' fees and duly substantiated costs incurred by **CUSTOMER** as a result of a claim filed by a third-party against **CUSTOMER**.

**12.3 Requirements for Indemnification.** In order to validate the indemnification obligations hereunder, the Party seeking indemnification must: (1) promptly tender a claim for indemnification, (2) allow the indemnifying party sole control of the defense or settlement of the underlying claim, and (3) reasonably assist with any defense or settlement of the underlying claim at the indemnifying party's request and expense.

## SECTION 13

### Purchases through Partners

**13.1** The **CUSTOMER** may choose to make any purchases directly through **PIPEFY** or through an authorized partner or reseller of **PIPEFY**. The **CUSTOMER** may notify the certified partner and **PIPEFY** of its interest in renegotiating the implementation directly by **PIPEFY** at any time.

**13.2** If the **CUSTOMER** makes any purchases through a **PIPEFY** reseller ("Reseller"):

1. a) The **CUSTOMER** shall pay the applicable amounts to the Reseller, as agreed between you and the Reseller. **PIPEFY** may suspend or terminate your rights to use the Purchased Solutions if **PIPEFY** does not receive the corresponding payment from the Reseller;
2. b) Your Purchase order details (e.g., the Solutions you are entitled to use, the number of End Users, the Subscription Term, etc.) will be as stated in the Purchase Order placed with us by the Reseller on your behalf, and the Reseller is responsible for the accuracy of any such Purchase Order as communicated to **PIPEFY**;
3. c) If the **CUSTOMER** is entitled to a refund, under the terms of this Agreement, then unless we otherwise specify, **PIPEFY** shall refund any applicable fees to the Reseller and the Reseller shall be solely responsible for refunding the appropriate amounts to the **CUSTOMER**;
4. d) Resellers are not authorized to modify this Agreement or make any promises or commitments on **PIPEFY'S** behalf, and **PIPEFY** is not bound by any obligations to the **CUSTOMER** other than as set forth in this Agreement.

## SECTION 14

### General Provisions

**14.1 Surviving Provisions.** The Sections titled "Fees and Payment" "Proprietary Rights and Licenses," "Confidentiality" and "Liability" will survive any termination or expiration of this Agreement.

**14.2 Compliance.** Both Parties expressly declare to have full knowledge and commit to faithful observance of the legal provisions related to the prevention and fight against corruption, activities related to the crimes of money laundering or concealment of assets and any other acts that are linked to actions of personal favor, practice of acts that promote discrimination or violation of rights established by legal provisions related.

1. **14.2.1 Compliance Report Channel.** If the **CUSTOMER** becomes aware of irregularities or illegalities involving **PIPEFY**, must immediately report them through the Ethics & Compliance Channel, using the link <https://ethicschannel.pipefy.com/>, so that **PIPEFY** can evaluate, investigate and apply the necessary measures.
2. **14.2.2 Social and Environmental Liability.** Both parties undertake to adopt appropriate measures to prevent, combat and reduce significant environmental impacts,

which the activities carried out under this Term may produce. Liability for damages caused to the environment, resulting from any violation by one of the Parties (Infringing Party) to federal, state and/or municipal environmental legislation, will fall directly and fully on the Infringing Party, even if these damages result from a fortuitous event or force majeure.

3. **14.2.3 Human Rights.** Both Parties respect Human Rights and provide an inclusive work environment, without any kind of discrimination based on gender, race or religion, taking into account the safety and health conditions required by law. Both Parties commit not to exploit, by themselves or by contracting third parties, any form of child labor, forced labor or slave-like labor.
4. **14.2.4 Compliance Procedures and Fight against corruption.** The Parties mutually recognize that they are subject to Brazilian law and international agreements on the prevention of corruption and money laundering. In addition, the parties agree that if there is a suspicion of any illegal practice or in non-compliance with this Agreement, the innocent Party, at its sole discretion, shall have the right to unilaterally terminate the contractual relationship under the terms of the termination clause of this Agreement, regardless of justification.

**14.3 Entire Agreement.** This Agreement, its Annexes and its Order Form constitute the entire agreement between **CUSTOMER** and **PIPEFY** and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties may modify this Agreement by means of a written instrument signed by both parties, reserved to Us the right to modify this Agreement under the terms of clause 14.8, when updating it and publishing it on Our website.

**14.4 Interpretation and Order of Precedence.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

**14.5 Conflict resolution.** The Parties agree to seek out-of-court settlement of any dispute originating from this Agreement, including regarding its interpretation or execution, and the Party that feels prejudiced will notify the counterparty of the conflict, under the terms informed by clause 14.8 ("Notices"), requesting the fulfillment of the obligation not fulfilled or fulfilled in an irregular or incomplete manner. If such conflict is not resolved within 30 (thirty) days, counted from the date of receipt of the notification, the Party evidently harmed may only then resort to the courts by notifying the counterparty about this decision.

**14.6 Choice of Law and Jurisdiction.** This Agreement shall be governed by and enforced in accordance with the Laws of the State of California, United States of America, without regard to choice or conflicts of law rules, and with the Arbitrage procedure as below. To the extent Arbitrage is not enforceable under the applicable law of the Customer's region, each party agrees to submit to the exclusive jurisdiction of the Courts sitting in San Francisco, California, for the purpose of enforcing any claim arising under this agreement. Notwithstanding this, Pipefy may bring proceedings in any other court having jurisdiction where Customer is resident or does business from time to time in order to protect Pipefy's Software's Intellectual Property Rights.

**14.7 Dispute Resolution.** All disputes arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration before a single arbitrator (the “Arbitrator”) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) then in effect and the further procedures set forth herein. For information on the AAA and its rules, see [www.adr.org](http://www.adr.org). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq., and the laws of the State of California without reference to principles of conflicts of laws.

1.

1. 14.7.1 Arbitration Procedure. The arbitration shall be conducted in the State of California, city of San Francisco. In the event that the AAA is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the arbitration court. The Arbitrator shall have the authority to issue any and all remedies authorized by law. Each Party shall bear its own expenses and an equal share of the expenses of the mediator or arbitrator and the fees of the AAA. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the dispute resolution process in confidence. All defenses based on passage of time shall be tolled pending the termination of arbitration. Nothing in this paragraph will be construed to preclude either Party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to arbitrate.

Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and YOU HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). YOU ALSO WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO.

**14.8 Notices.** PIPEFY may notify CUSTOMER of general information about the use of the Services through the email registered by the CUSTOMER in the Virtual Account. It is the CUSTOMER's responsibility to keep his/her contact details updated in the Virtual Account. Unless otherwise provided for in this **Agreement**, all notices, permissions and approvals in this **Agreement** must be in writing and will be deemed to have been delivered on the first business day after sending an email to the email address registered by the CUSTOMER as an administrator of the Virtual Account, or in the case of PIPEFY, to the email address [legal@pipefy.com](mailto:legal@pipefy.com).

1. 14.8.1 Billing related notices shall be addressed to the relevant billing contact designated by CUSTOMER.

**14.9 Assignment.** Except for the provision made on clause 3.3.2, neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent; provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**14.10 Relationship of the Parties.** The Parties are independent contractors. This **Agreement** does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**14.11 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**14.12 Severability.** If any provision of this **Agreement** is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**14.13 Changes to the Terms of Use.** The terms and conditions of use of the Purchased Solutions may be amended from time to time by **PIPEFY** to reflect the development of the Purchased Solutions, which will become effective immediately upon their publication. Changes that affect the paying **CUSTOMER'S** rights and obligations shall only take effect as of the next subscription renewal.

**14.14 Signatures.** The parties state and agree that this instrument can be signed electronically, by means of a digital certificate proven to be suitable, and/or virtual acceptance. Therefore, they recognize that the contracting will also constitute an extrajudicial enforcement order for all legal purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents.

[ANNEX I](#)  
[ANNEX II](#)  
[ANNEX III](#)

**Pipefy Support SLA (Service level agreement)**



| Client's Support SLA |                    |                             |  |   |                            |
|----------------------|--------------------|-----------------------------|--|---|----------------------------|
| Plans                | Level <sup>1</sup> | First Response <sup>2</sup> | Resolution Time <sup>3</sup><br>Low Complexity | Resolution Time <sup>3</sup><br>High Complexity | Hours of Av                |
| Business             | Service Outage     | 1 hour                      | 6 hours  | 6 hours (24/7)                                  | 12 hours,<br>8AM to<br>UTC |
|                      | High               | 2 hours                     | 10 hours                                       | 4 business days                                 |                            |
|                      | Medium             | 4 hours                     | 12 hours                                       | 7 business days                                 |                            |
|                      | Low                | 8 hours                     | 14 hours                                       | 10 business days                                |                            |
| Enterprise           | Service Outage     | 30 minutes                  | 6 hours  | 6 hours (24/7)                                  |                            |
|                      | High               | 1 hour                      | 8 hours  | 3 business days                                 |                            |
|                      | Medium             | 2 hours                     | 10 hours                                       | 5 business days                                 |                            |
|                      | Low                | 4 hours                     | 12 hours                                       | 7 business days                                 |                            |
| Unlimited            | Service Outage     | 20 minutes                  | 6 hours  | 6 hours (24/7)                                  |                            |
|                      | High               | 30 minutes                  | 6 hours  | 2 business days                                 |                            |
|                      | Medium             | 60 minutes                  | 8 hours  | 4 business days                                 |                            |
|                      | Low                | 120 minutes                 | 10 hours                                       | 6 business days                                 |                            |

**Support Plans:** We offer the following plans and these coverages:

- **Free:** Basic support during business hours\* with Pipefy's Sales Representative.
- **Business:** Support during business hours\* by chat, logged in Pipefy, within business SLA (Service Level Agreements) times.
- **Enterprise:** Support during business hours\* by chat, logged in Pipefy, within Enterprise SLA (Service Level Agreements) times.
- **Unlimited:** Support during business hours\* by chat, logged in Pipefy, within Unlimited SLA (Service Level Agreements) times.

<sup>1</sup> **Levels:** Full descriptions of severity levels are written below:

- **Service Outage:** Total or partial platform outage. Important services/components are not functioning, affecting the Pipefy production environment of multiple clients.
- **High:** Severe impact on performance. Important services/components are not functioning, a single connection is down, or a subset of users cannot sign-in in the Pipefy production environment.
- **Medium:** Low impact on a small number of users in a production environment.
- **Low:** Users questions, enhancement feedback, and specific requests (reports, restore deleted fields, cards or pipes, resend invites, and password recovery).

## <sup>2</sup> **First Response Time:**

First Response Time is the time elapsed between a user opening a chat and an agent first responding to it. We also have email contact at [support@pipefy.com](mailto:support@pipefy.com) during business hours, but this channel does not guarantee first response times.

## <sup>3</sup> **Resolution time:** Full descriptions of our resolution time are written below:

- **Low Complexity:** The time it takes to resolve low complexity demands that needs Pipefy tool knowledge such as — and not limited to — questions, misuse, identifying and reporting bugs, identifying and troubleshooting use problems, that can be resolved in our Level 1 – Customer Support team usually in a single chat.
- **High Complexity:** The time it takes to resolve high complexity demands that need technical and systems knowledge such as — and not limited to — API assistance, identifying and troubleshooting technical problems in the system, monitoring system’s health, developing and testing workarounds for bugs.
- **Bugs:** The time resolution for bugs is not ruled by the SLA defined in this document, because it goes through a process of analysis and prioritization outside the support team. The deadlines and the motivation for bug resolution are done on a case-by-case basis and the support team is only responsible for communicating it.

## <sup>4</sup> **Hours of Availability:** Our \*Business Hours include 8AM – 8PM for the Brasília Timezone (UTC -3) Monday to Friday. See below to convert in other timezones. Service Outage in off-

hours and weekends is monitored and solved by our technical team internally and its discovery is reported and resolved by our StatusPage (<https://status.pipefy.com/>).

Our business hours converted into other timezones:

- 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
- UTC +10 (Australian Eastern Standard Time) 09PM to 09AM

## **Support team**

The support teams are divided into 3 levels: L1, L2, and L3. The L1 team is responsible for first response, questions, usage issues, and triage; the L2 team is technical support and monitoring; and the L3 team consists of the SRE (Site Reliability Engineering) team that does the sustainment of the site.

## **Support contact**

The primary contact with support is with the chat made available to the logged users on Pipefy system at <https://app.pipefy.com/> during our business hours. Another form of communication, independent of business hours, is Pipefy's Status page at <https://status.pipefy.com/>. We also have email contact at [support@pipefy.com](mailto:support@pipefy.com) during business hours, but this channel does not guarantee first response times. We also offer and encourage the use of our Community Center <https://community.pipefy.com> and useful resources available through our webpage.

## **Support Includes**

- Delivery of 1 (one) executive report, in the last quarter of the current fiscal year, upon demand, concerning information security and data privacy ("report"), made available free of charge. The report may be requested by the customer at least 45 days in advance by the security@pipefy.com and [privacy@pipefy.com](mailto:privacy@pipefy.com) addresses.

- API assistance for plans superior of business
- Identifying and troubleshooting problems in Pipefy's system
- Root cause analysis (available 2 business days after the service interruption is resolved)
- Investigation of usage or system problems
- Help with questions about the tool
- Identifying and reporting bugs
- Support on Service Outage and instabilities (Service Outage and instabilities will be notified on <https://status.pipefy.com/>)

### **Support does not include**

- The preparation of more than one annual information security or data privacy report, or at periods other than those defined in the previous section, which may require analysis of the possibility and costs of a specific budget.
- Our support doesn't cover events caused by factors outside of our reasonable control, such as customer power outages, customer server or hardware malfunctions, and customer internet connectivity issues.
- Our support will not answer development questions or user code debug. The support provides help with the Pipefy API and some examples only.
- Bug fixing (coding)
- Our support will not give support to third-party plugins or third-party applications and integrations.
- Our support will not provide support in languages other than English, Spanish, and Portuguese.
- Our support will not communicate through other tools like LinkedIn, WhatsApp, or any other social media.
- Support does not do process modeling or provide process modeling consulting.
- Support can't make any changes to the settings or data of customers in compliance with the precepts of data protection laws in various countries.

## **DISCLAIMER**

Availability of Pipefy's Software is defined as the ability of a user to use their account, provided it is active and in good standing, to access and use the Pipefy Software, based on each account and the software's plan used by the user. Outages caused by or related to acts of God, natural disasters, force majeure, acts, conducts or omission of the client or of third parties, and facts beyond Pipefy's reasonable control must be excluded from the calculation of software availability. Scheduled suspensions, including due to hardware replacement, or due to scheduled or emergency maintenance, should also not be considered a breach of this service level agreement, without prejudice to other cases provided for by law.

Pipefy undertakes to make the Software available to the client as stipulated in this document. Clients should provide all necessary information and assistance related to service performance that allows Pipefy to meet the performance standards as outlined in this document.