

DIGIBEE PLATFORM TERMS OF SERVICE

These Terms of Service (“Terms”) are a legally binding contract between you and Digibee Inc. (“Digibee”, “we”, “our”, or “us”) that govern your access to and use of the Digibee Platform and certain services provided by Digibee to you as part of your subscription. By signing the Commercial Proposal (collectively with these Terms, the “Agreement”), you accept the entirety of these Terms, as described below.

1. Object and Nature of the Agreement

- 1.1. The object of this Agreement is the subscription for the use of the Digibee Platform and Services for the fees set forth in the Commercial Proposal(s). You must purchase a Pipeline Subscription pursuant to a Commercial Proposal in order to purchase Services described in one or more Commercial Proposals from Digibee.
- 1.2. During the Term:
 - 1.2.1. Digibee grants access to you and your Authorized Users in a non-exclusive, revocable, limited, non-transferable, non-sublicensable manner, to use the Digibee Platform and the Services solely for your internal business purposes.
- 1.3. The Agreement gives you the following rights:
 - 1.3.1. Access to the Digibee Platform to create your own integrations;
 - 1.3.2. Use of Services related to the construction of pipelines; and
 - 1.3.3. Onboarding, training, and support as described in the Commercial Proposals.
- 1.4. You acknowledge and agree that the Digibee Platform is not:
 - 1.4.1. Infallible. Interruptions may occur from time to time.
 - 1.4.2. A software development platform or a software factory;
 - 1.4.3. A perpetual or exclusive license;
 - 1.4.4. A service platform, but rather, the Digibee Platform is a technical integration platform that contains services inherent to it;
 - 1.4.5. A data storage platform;
 - 1.4.6. A service that outsources professionals to the Customer;
 - 1.4.7. An integration outsourcing service.
- 1.5. In addition to this Agreement, access and use of the Digibee Platform by you and your Authorized Users will at all times be subject to the Terms of Use which are set forth on the Digibee Platform and integrated herein (“Terms of Use”). You agree that you and your Authorized Users will review and abide by the Terms of Use, and that Authorized Users will act at all times with respect to the Digibee Platform on your behalf and under your direction. Notwithstanding the foregoing, you will (a) remain responsible for all obligations under this Agreement arising in connection with any use of the Digibee Platform by any other person or entity authorized by, through or as a result of your act or omission of (“Other User”), including without limitation any Authorized User; (b) be liable for any act or omission by any Other User, which, if performed or omitted by you, would be a breach of this Agreement; and (c) any such act or omission of any Other User will be deemed to be a breach of this Agreement by you.

2. Prices and Payment Methods

- 2.1. All commercial and financial conditions are specified in the applicable Commercial Proposal(s) executed by you and Digibee.
- 2.2. If you fail to pay any charges when due, Digibee may charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of Digibee hereunder, if payment is past due, Digibee may, in its sole discretion, elect to suspend the Digibee Platform and any other Services under this Agreement, and Digibee’s suspension of the suspend the Digibee Platform and any other Services under this Agreement does not relieve you of any of your obligations under this Agreement. You agree to pay all costs and expenses (including reasonable attorneys’ fees) incurred by Digibee in connection with collecting any amounts due and payable by you under this Agreement.
- 2.3. The fees do not include taxes. You will be responsible for and reimburse and hold Digibee harmless against the payment of all taxes associated with this Agreement (other than taxes based on Digibee’s gross receipts or net income).

3. Customer Limitations

- 3.1. You shall not, directly or indirectly:
 - 3.1.1. Sublicense, sell, transfer or distribute the rights provided for in this Agreement without the written consent of Digibee;
 - 3.1.2. Perform works derived from the software, reverse engineer or decompile any component of the Digibee Platform;
 - 3.1.3. Copy any resource, function or graphic of the Digibee Platform;
 - 3.1.4. Use the Digibee Platform illegally or for any purpose not permitted by Digibee.

- 3.1.5. In any way interfere with the integrity or performance of the Digibee Platform.
- 3.1.6. Use the Digibee Platform for the purpose of product benchmark, competition research or any other comparative analysis, without the prior consent of Digibee.
- 3.1.7. Perform any penetration test (Pentest) without the written consent of Digibee.
- 3.1.8. Fail to pay the amounts set forth in the applicable Commercial Proposal(s).
- 3.1.9. Remove, delete, alter or obscure any trademarks, Documentation, Terms of Use, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Digibee Platform or Digibee Materials, including any copy thereof;

4. Our Commitment

- 4.1. We will exercise commercially reasonable efforts to keep the Digibee Platform available twenty four (24) hours a day, seven (7) days a week, in accordance with the service level agreement available at www.digibee.com.br/sla.
- 4.2. Digibee warrants that the Digibee Platform will operate in accordance with the documentation provided by Digibee in all material respects.
- 4.3. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 4.2, THE DIGIBEE PLATFORM IS LICENSED "AS IS", AND DIGIBEE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. Indemnification

- 5.1. Digibee shall indemnify and hold you harmless, defend you against, pay any final judgments awarded against you, and pay your reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party based on Digibee's alleged infringement of any copyright, trademark, or trade secret of such third party under the laws of the United States arising out of the Digibee Platform, unless and except to the extent that such infringement is caused by (i) modification of the Digibee Platform by anyone other than Digibee, (ii) Digibee's compliance with your unique specification or instructions, (iii) Digibee's use of trademarks, data, or other materials supplied by you, (iv) use of the Digibee Platform in connection or in combination with equipment, devices, or software not provided by Digibee (but only to the extent that the Digibee Platform alone would not have infringed); (v) the use of the Digibee Platform other than as permitted under this Agreement or in a manner for which it was not intended; or (vi) use of other than the most current release or version of the Digibee Platform (if such claim would have been prevented by the use of such release or version).

If the Digibee Platform becomes the subject of an infringement claim under Section 5.1, or in Digibee's opinion is likely to become the subject of such a claim, then Digibee may, at its option and in its sole discretion, (A) replace or modify the Digibee Platform to make it non-infringing or (B) procure the right to continue using the Digibee Platform. If neither alternative is available on commercially reasonable terms, Digibee shall have the right to terminate the Agreement and refund a pro rata portion of any fees paid for the Digibee Platform. The foregoing obligations will be your sole and exclusive remedy for any claims of infringement.

- 5.2. You shall indemnify and hold harmless Digibee, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest from, defend Digibee against, pay any final judgments awarded against Digibee, and pay all of Digibee's reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party based on (i) your improper or misuse of the Services or the Digibee Platform (including without limitation, in violation of applicable laws, rules or regulations or the Agreement); (ii) Digibee's compliance with your instructions; (iii) Digibee's use of trademarks, data or other materials supplied by you, (iv) any breach or alleged breach by you of the Agreement, or (v) the conduct of any business in connection with use of the Services or the Digibee Platform.
- 5.3. If any third party makes a claim covered by Section 5.1 or Section 5.2 against an indemnitee with respect to which such indemnitee intends to seek indemnification under this Section, such indemnitee shall give notice of such claim to the indemnifying party, including a brief description of the amount and basis therefor, if known. Upon giving such notice, the indemnifying party shall be obligated to defend such indemnitee against such claim, and shall be entitled to assume control of the defense of the claim with counsel chosen by the indemnifying party. The indemnitee shall cooperate fully with and assist the indemnifying party in its defense against such claim in all reasonable respects. The indemnifying party shall keep the indemnitee fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the indemnitee shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the indemnitee. Neither the indemnifying party nor any indemnitee shall be liable for any settlement of action or claim effected without its consent. Notwithstanding the foregoing, the indemnitee shall retain, assume, or reassume sole control over all expenses relating to every aspect of the defense that it believes is not the subject of the indemnification provided for in this Section.

6. Term, Renewal, Suspension and Termination

- 6.1. **Term:** this Agreement shall continue for a period of twelve (12) months from the execution date of the Initial Commercial Proposal, unless otherwise agreed to by the parties (the "Initial Term").
 - 6.1.1. Unless otherwise set forth in the applicable Commercial Proposal, the Term of each Additional Commercial Proposal will follow the Term of the Initial Commercial Proposal, preserving, a single date for renewal.
- 6.2. **Renewal:** upon expiration, the Agreement will automatically renew for periods of twelve (12) months (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless either party provides notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current Term.
- 6.3. **Termination.** Each party will have the right to terminate this entire Agreement or the applicable Commercial Proposal upon thirty (30) days prior written notice if the other party is in material breach of this Agreement or an applicable Commercial Proposal, and the breaching party fails to remedy such breach within such notice period. Notwithstanding the foregoing, Digibee may terminate this entire Agreement or any applicable Order Form upon written notice to you if (i) you violate the scope or any restriction on your license under Section 3 above, (ii) you violate your obligations hereunder with respect to Confidential Information, or (iii) a law is subsequently enacted that would render the continued provision of the Digibee Platform or Services illegal or commercially unreasonable.
- 6.4. **Effects of Termination:**
 - 6.4.1. All Pipeline Subscriptions made will be canceled;
 - 6.4.2. All content created by you within the Digibee Platform will be deleted.
 - 6.4.3. Except for your termination for Digibee's material breach of this Agreement under Section 6.3, upon termination of this Agreement, any remaining amounts due through the Term must be received by Digibee within 30 days of the date of termination.
 - 6.4.4. Any amounts already paid are non-refundable.

7. Confidentiality

- 7.1. Definition. "Confidential Information" means information of or relating to you or Digibee or their respective affiliates, subsidiaries, vendors, suppliers, service providers or licensors, that is competitively sensitive material not generally known to the public, including without limitation, information that relates to past, present or future research and development, trade secrets, products and services, pricing, marketing, financial matters, or business affairs (including without limitation, policies, procedures, plans, methods of operation, specifications, manuals, programs, documentation, guidelines, procedures, forms, and report formats), systems, networks, computer equipment and software proprietary to or licensed by a party, including without limitation, object or source code, custom software modifications, software documentation and training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein.
- 7.2. Obligations. The parties acknowledge that the Services require disclosure by each party ("Disclosing Party") to the other party ("Receiving Party") of certain of the Disclosing Party's Confidential Information. With respect to Confidential Information of the Disclosing Party that is disclosed to the Receiving Party, the Receiving Party shall, subject to the exceptions stated herein: (a) maintain and protect the confidentiality of the information with the same care and measures to avoid unauthorized disclosure or access as the Receiving Party uses with its own Confidential Information, but in no event less than a reasonable standard of care; (b) use the information solely to carry out the purposes for which the information was disclosed; and limit access to the information to: (i) employees of the Receiving Party, or of its subsidiaries or affiliates, who have a need to know to facilitate, monitor or review the delivery, receipt or performance of the Services; (ii) employees of the Receiving Party's suppliers or licensors who have a need to know the information solely for the purpose of facilitating the performance, delivery or use of the Services; and (iii) the Receiving Party's external attorneys and auditors. Any of the foregoing individuals to whom the Receiving Party discloses information must be under a legally binding obligation to maintain the confidentiality of the information. The Receiving Party shall remain responsible to the Disclosing Party for acts or omissions of such individuals that if committed by the Receiving Party would constitute a violation of the Receiving Party's confidentiality obligations hereunder. You shall not disclose the terms and conditions of this Agreement, including without limitation, pricing, to any third party without Digibee's prior written consent.
- 7.3. Exceptions. The Receiving Party shall not be in violation of this Agreement for: disclosing Confidential Information of the Disclosing Party that (i) is or becomes publicly available other than as a result of a breach of this Agreement, (ii) is disclosed to the Receiving Party by a third party not subject to any obligation of confidentiality, (iii) was already known by the Receiving Party prior to the date of this Agreement (unless disclosed in connection with negotiations and discussions related to this Agreement or associated transactions), or (iv) was independently developed by the Receiving Party without reference to Confidential Information received from the Disclosing Party; or (b) disclosing Confidential Information of the Disclosing Party when required to do so by (i) the Receiving Party's federal or state regulatory agencies, or (ii) a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing

Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure.

- 7.4. No License; Return of Information. Nothing in this Section shall be construed as a grant or assignment of any right or license in the Disclosing Party's Confidential Information. The Disclosing Party's Confidential Information shall at all times remain the property of the Disclosing Party. At any time the Disclosing Party reasonably requests, and in any event upon the termination or expiration of this Agreement, the Receiving Party shall, at the election of the Disclosing Party, promptly return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, or certify in writing to the Disclosing Party that the Confidential Information has been destroyed, subject to any provisions in this Agreement regarding return or destruction of Your data or as otherwise agreed between the parties for the transfer of your data to a third party.
- 7.5. Remedies and Responsibilities. The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both parties.

8. Intellectual Property

- 8.1. For the purposes of this Agreement, Intellectual Property is considered to be any and all property, co-ownership, title, license or any other right to use or exploit any and all trademarks, patents, industrial designs, utility models, methodologies, didactics, courses, training, teaching materials, know-how, trade and industrial secrets, non-patented technologies, copyrights, software, codes, creations, inventions and knowledge owned by, or licensed to, or developed by either party or by those together.
- 8.2. Digibee is and will remain the exclusive owner of all right, title and interest in and to the Digibee Platform, including any updates, Digibee's Confidential Information, and all other specifications, manuals, tapes, programs, documentation, reports, systems, work product and/or other tangible or intangible material of any nature used, developed, provided or accessible to you in connection with this Agreement (except for your data that you upload to the Digibee Platform), including all Intellectual Property rights therein (the "Digibee Materials"). You hereby acknowledge and agree that the Digibee Materials, including without limitation, its Confidential Information, constitute and contain valuable proprietary products and trade secrets of Digibee, embodying substantial creative efforts and confidential information, ideas, and expressions. The parties acknowledge that this Agreement in no way limits or restricts Digibee or any of its affiliates from developing or marketing on their own or for any third party software or services, as from time to time constituted without payment of any compensation, or delivery of any notice, to you.
- 8.3. You acknowledge and agree that all general, anonymized or otherwise aggregated information based on data or output from your or your Authorized Users' use of the Digibee Platform or Services are and will remain the property of Digibee.
- 8.4. To the extent that Digibee receives from you or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Digibee Platform or any other products or Services ("Feedback"), Digibee may use, disclose and exploit such Feedback without restriction, including to improve the Digibee Platform and Services and to develop, market, offer, sell and provide other products and services.

9. Limitation of Liability

- 9.1. **IN NO EVENT WILL DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES OR THE DIGIBEE PLATFORM PROVIDED BY DIGIBEE HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, THE DIGIBEE PLATFORM, DATA OR ANY OUTPUT, EVEN IF DIGIBEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**
- 9.2. **THE TOTAL LIABILITY, IF ANY, OF DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES OR THE DIGIBEE PLATFORM PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (A)**

YOUR DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY YOU TO DIGIBEE IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

- 9.3. DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM YOUR INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY YOU; OR (B) BY THIRD PARTIES, EVEN IF DIGIBEE WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN.**
- 9.4. DIGIBEE IS NOT A “DATA CONTROLLER” UNDER APPLICABLE LAW WITH RESPECT TO ANY CONTENT OR PERSONAL DATA CAPTURED BY YOU AND USED IN THE DIGIBEE PLATFORM FOR ANY PURPOSE.**
- 9.5. YOU ARE THE ONLY “DATA CONTROLLER” WITH RESPECT TO ANY CONTENT OR PERSONAL DATA CAPTURED BY THE YOU AND USED IN THE DIGIBEE PLATFORM FOR ANY PURPOSE AND MUST ENSURE THAT THE DATA IN YOUR POSSESSION AND PROCESSED BY YOU IS IN FULL COMPLIANCE WITH APPLICABLE DATA PROTECTION AND PRIVACY LAWS, INCLUDING WITHOUT LIMITATION, LAWS THAT APPLY TO THE USE OR TRANSMISSION OF CONFIDENTIAL INFORMATION, PERSONAL DATA OR PERSONALLY IDENTIFIABLE DATA.**
- 9.6. YOU ACKNOWLEDGE THAT DIGIBEE HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

10. Miscellaneous:

- 10.1. If any provision of this Agreement is declared null or not applicable, the other provisions will remain in full force and effect.
- 10.2. Neither party may assign any of its rights or obligations without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to this Agreement not involving a direct competitor of the other party; provided, that the assigning party promptly provides notice to the non-assigning party, and the successor-in-interest agrees in a signed writing to be bound by the terms of this Agreement.
- 10.3. The provisions of this Agreement consolidate the full understanding of the Parties and prevail over any understandings previously entered into with respect to the subject matter contained herein.
- 10.4. Any notification regarding the performance of this Agreement, to be made by the parties involved to each other, may be delivered in person to the address set forth in the Commercial Proposal or sent by e-mail to the e-mail address set forth in the Commercial Proposal.
- 10.5. Notwithstanding any other provision of this Agreement, no party to this Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors, including without limitation, acts of State or governmental action, riots, war, terrorism, strikes, lockouts, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, any other acts of God or any third party, the failure of telecommunications equipment or other hardware, any third party software or any third party services (each, a “Force Majeure Event”).
- 10.6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict of laws principles. Exclusive venue for any course of action arising from, or relating to, this Agreement shall be in the State and Federal courts located in Miami, Florida. By their execution hereof, each of the Parties hereby consents and irrevocably submits to the exclusive jurisdiction of the State and Federal courts located in Miami, Florida, and agrees that any process in any suit or proceeding commenced in such courts under this Agreement may be served by certified or registered mail, return receipt requested, or by Federal Express or other courier service, with the same full force and effect as if personally served and waives any objection based on venue or non-convenient forum. Each of the Parties hereto hereby waives any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense of lack of in personam jurisdiction with respect thereto.
- 10.7. In the event of any conflicts between these Terms and the terms contained in a Commercial Proposal, the terms of the Commercial Proposal shall control.
- 10.8. Digibee is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship between you and Digibee shall be deemed to constitute a partnership, joint venture, or any other relationship between you and Digibee except as is limited by the terms of this Agreement.



10.9. You shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business, such as the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce, trade and economic sanctions maintained by the United States Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the United States Department of State.

EXHIBIT I

DEFINITIONS

1. **Authorized User:** natural person who uses the Digibee Platform with the proper authorization of Customer or Digibee.
2. **Capsule:** An organized chain of commands, designed for reuse, that embeds security, transforms data, and/or enriches data on the Digibee Platform that runs inside a Pipeline. A Capsule cannot be deployed on its own and it must be used inside a Pipeline.
3. **Commercial Proposal:** document containing the Pipeline Subscription, quantities and types of Pipelines necessary for the implementation of a given project, as well as the Term, amounts due, financial obligations, terms and all commercial components that, upon being signed, will be binding upon the Customer.
 - 3.1. Initial Commercial Proposal: the first Commercial Proposal that contains all the information regarding the Pipeline Subscription and the initially agreed upon fees.
 - 3.2. Additional Commercial Proposal: aims to change the quantities and values established in the Initial Commercial Proposal.
4. **Environments:**
 - 4.1. Test Environment: A computing environment on the Digibee Platform that processes Pipelines in order to allow for the testing of integrations in real-time using real data consuming Test RTU.
 - 4.2. Production Environment: A computing environment where Pipelines and Capsules are actually put into operation on Production RTU for their intended uses by Authorized Users or systems.
5. **Digibee Platform:** The proprietary Digibee platform set forth in the Agreement that is made available on a paid subscription basis by Digibee or one of its affiliates via the customer login link at <https://www.godigibee.io> and/ or other web pages designated by Digibee or one of its affiliates, including associated offline components (<https://digibee.com/low-code-platform-overview/>), as described in the Digibee SLA.
6. **Digibee's Pricing Model:** Digibee offers a SaaS subscription-based committed use model where Customer receives access to the Digibee Platform, support and delivery for a certain period. Limited by unique integration flow's deployments (build as many as you want), test and production runtime unit capacities, infrastructure limitations and delivery limitations.
7. **Get Started Subscription Bundle:** A starter bundle that comes with 10 Pipeline Subscriptions.
8. **Pipeline:** An organized connected chain of commands and/or Capsules that distributes data, embeds security, transforms data into the desired outcome, and/or leverages enrichment logic, across systems within the Digibee Platform.
9. **Pipeline Deployment:** The act of selecting a Pipeline on a given version and publishing it on an Environment (Test Environment or Production Environment) so it can execute the chain of commands and/or Capsules.
10. **Pipeline Deployment Size:** The vertical dimension of a Pipeline when deployed on an Environment. The Digibee Platform supports three different sizes: small, medium and large. More details on the limits of each of these sizes can be found in the Platform Technical Usage Limits document.
11. **Pipeline Major Version:** Specifies the version component that controls the breaking changes to a Pipeline, i.e., changes that would make two major versions incompatible in terms of the exposed APIs, behavior or output.
12. **Pipeline Minor Version:** Specifies the version component that controls the changes that do not make two different minor versions with the same major version incompatible in terms of the exposed APIs, behavior or output.
13. **Pipeline Subscription:** Pipeline subscription is the start pricing item that allows Customers to access the Digibee Platform and Services on a non-refundable basis. One Pipeline Subscription refers to one unique integration flow deployed into the Digibee Platform. Limited to two (2) Production RTU deployed in the Production Environment paired with one (1) Test RTU deployed in the Test Environment and all the underlying infrastructure needed to run them as defined in the Platform Technical Usage Limits document.
14. **Pipeline Version:** A number (E.g.: 1.2) that represents the unique state of a Pipeline. Digibee follows a simplified Semantic Versioning (www.semver.org) scheme with only the MAJOR and MINOR components. Digibee does not support "additional labels for pre-release and build metadata" and MAJOR versions start with 1. For each Pipeline Subscription, only one Pipeline Major Version can be active in a given Environment at a given time.
15. **Realm:** A tenant in Digibee's SaaS environment designated to build, run and monitor Pipelines for a particular customer. The execution plane of the tenant is isolated from other tenants as each Pipeline will run on its designated runtime engine. Some components might share functionality between tenants at Digibee's discretion, however privacy and security considerations are applied.
16. **Replica:** An exact copy of a Pipeline deployed into an Environment to increase capacity, that is used for the exact same purpose as the original Pipeline.
17. **Runtime Unit (RTU):** A measure of computing capacity for processing integrations on the Digibee Platform. RTUs can be used to scale integrations vertically and horizontally. When scaled vertically they can be used in three different sizes: small (consumes 1 RTU), medium (consumes 2 RTUs) and large (consumes 4 RTUs). When scaled horizontally, each new replica

will consume the same amount of RTU as the original deployment. Each RTU comes with the underlying infrastructure to run them. Please refer to the Platform Technical Usage Limits document for more information.

17.1. **Test RTU:** Represents the processing capacity to run integrations under an active Pipeline Subscription in a Test Environment. RTUs must be paired with an existing Pipeline Subscription.

17.2. **Production RTU:** Represents the processing capacity to run integrations under an active Pipeline Subscription in a Production Environment. RTUs must be paired with an existing Pipeline Subscription.

18. **Services:** services provided by Digibee which are described in one or more Commercial Proposals, including without limitation, support services for the construction of Pipelines.
19. **SLA:** Service Level Agreement. This is the service level agreement offered by Digibee for availability of the Digibee Platform.
20. **Unique Integrations Flow:** A business or technology necessity to capture, transform and/or deliver data from a source to another. Unique means a single Pipeline on a specific version.
21. **Term:** means the period of time set forth in the Initial Commercial Proposal that the parties agree to remain bound by this Agreement.