End User License Agreement (EULA)

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1. Parties and definitions

This End User License Agreement ("EULA") is entered into between **GUVIK TECNOLOGIA E INTELIGENCIA ARTIFICIAL LTDA**, registered under CNPJ (Brazilian corporate taxpayer number) 67.712.906/0001-00, with its registered office at AV BRIG FARIA LIMA, 1811, Conj. 1119, Jardim Paulistano, São Paulo/SP, CEP 01452-001, Brazil ("Guvik"), and the individual who accesses or uses the Guvik platform ("User"). This EULA governs the individual use of the platform and supplements:

- the **Master Subscription Agreement (MSA)**, when the User accesses the platform on behalf of a customer company with which the User is affiliated; or
- the **Personal Plan Terms**, when the User purchases a personal plan as an individual.

This EULA is a single text that applies in every country where the Platform is offered. The rules that vary according to where the User resides are set out in Section 16.

Term	Meaning
Platform / Product	The Guvik solution for orchestrating AI agents for SAP, including the dashboard, agent API, workflows, AI Debug, multi-agent consensus and other features
User	An individual authorized to access the Platform under an account
Customer	A legal entity that holds a corporate subscription (MSA) and with which the User is affiliated
Personal Plan Holder	An individual who purchases a personal plan under the Personal Plan Terms
SAP Environment	An ECC or S/4HANA system accessed by the Platform: the Customer's system or, under a personal plan, the environment that the Personal Plan Holder connects to their account
Responsible Company	The legal entity that owns or is responsible for an SAP Environment connected by a Personal Plan Holder and that authorized that connection
Connection Declaration	The SAP connection authorization declaration that the Personal Plan Holder makes on the Platform for each SAP Environment connection
AI Outputs	Text, code, analyses or artifacts generated by the Platform's AI agents

2. License grant

Subject to compliance with this EULA and, where applicable, with the MSA and the related Order Form or with the Personal Plan Terms, Guvik grants the User a **limited, non-exclusive, non-transferable and revocable** license to access and use the Platform on a **SaaS (Software as a Service)** basis, solely for support (AMS), projects, documentation and enhancement of SAP solutions authorized by the Customer or, under a personal plan, by the Responsible Company. This license is not a sale and does not transfer ownership of the Platform or of its underlying source code.

3. Scope of use and restrictions

The User agrees to use the Platform only within the scope authorized by their account, by the permissions assigned by the Customer (roles, groups and tenant restrictions, as configured by Guvik) and, under a personal plan, by the authorization declared for each connection. The User may not, directly or indirectly:

- reverse engineer, decompile or disassemble the Platform, except where such a restriction is prohibited by mandatory law;
- resell, sublicense, rent or make the Platform available to unauthorized third parties, unless under a specific commercial agreement with Guvik (for example, under the Partner Program);
- attempt to access tenants, SAP environments or data of other customers;
- connect an SAP Environment without the authorization of the Responsible Company;
- use the Platform for unlawful purposes or in violation of third-party rights;
- circumvent technical, usage or security limits imposed by the Platform.

4. Accounts and users

Each User must access the Platform through an individual account, authenticated via Firebase. Sharing credentials between Users is prohibited. The Customer is responsible for managing which Users have access and with which permissions, according to the roles and groups configured in Guvik's permissions registry. The Personal Plan Holder's account is individual and non-transferable and may not be used by a company or team.

5. User obligations

5.1 Responsible use of artificial intelligence

The User acknowledges that the Platform uses third-party large language models (LLMs) to generate AI Outputs and agrees to: (i) critically review AI Outputs before applying them to any SAP Environment, especially changes in production or transports; (ii) not treat AI Outputs as definitive professional advice without qualified human validation; and (iii) keep human control over critical decisions. Additional terms on how the AI works are set out in the **AI Terms**.

5.2 SAP compliance and environment authorization

The User and the Customer are solely responsible for: (i) holding the SAP licenses required for the SAP Environments accessed by the Platform; (ii) ensuring that the use of the Platform on those SAP Environments complies with the applicable SAP license agreements; and (iii) correctly defining the access permissions and the scope of the credentials provided to the Platform. Under a personal plan, these responsibilities belong to the Personal Plan Holder, who is also responsible for the Connection Declaration made for each connection, as set out in Section 11 of the Personal Plan Terms.

In the Connection Declaration, the Personal Plan Holder confirms that: (a) they are responsible for the SAP Environment, or they have current authorization from the Responsible Company to connect it to Guvik with the SAP user they will provide; (b) this authorization covers the access and operations they will request, within the limits set by the Responsible Company; (c) this authorization and the Responsible Company's internal policies allow code, configuration, metadata and any data from the environment to be processed by Guvik and sent to artificial intelligence providers, including providers abroad; (d) they will use the minimum access necessary and will not send personal data, sensitive data or confidential information that is not necessary for the task; (e) if the authorization is revoked or changes, they will stop using the connection and delete it or update the declaration, and they will confirm the authorization every 12 months; and (f) they are responsible for the accuracy of the declaration and, if the Responsible Company disputes the access, Guvik may suspend the connection and keep the records. The Connection Declaration must be made again when the system address, SAP client (mandant) or system number changes. Without a valid declaration, the connection is not used.

Guvik is not a party to the SAP license agreements and assumes no liability for any breach of those agreements.

5.3 Proper use

The User must keep their credentials confidential, provide accurate registration information and immediately notify Guvik of any unauthorized use of their account through **seguranca@guvik.com.br**.

5.4 Sanctions and export controls

The User represents that: (i) they are not located in, or a resident of, a country or region subject to an applicable embargo or comprehensive sanctions; and (ii) they are not on any applicable sanctions or restricted-party list, and do not act on behalf of anyone on such a list, including the lists maintained by the United Nations Security Council, the European Union, the United Kingdom, the Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce. The User will not use, or allow others to use, the Platform or the AI Outputs in violation of applicable export control or economic sanctions laws, including those of Brazil, the European Union, the United Kingdom and the United States. A breach of this section is a violation of this EULA for the purposes of Section 10.

6. Data and privacy

The processing of personal data by the Platform is governed by Guvik's **Privacy Policy** and, in the relationship between Guvik and the Customer as processor/controller, by the **Data Processing Agreement (DPA)**, which forms part of the MSA. In summary:

- for personal connections, the SAP credential is kept in memory only, for up to 12 hours; if the User chooses to store it in the vault, it is kept encrypted in Guvik's storage until it is removed or the connection is deleted, and deleting the connection erases the stored credential. The SAP credential is never sent to AI providers. Credentials for Customer environments follow the configuration agreed in the MSA;
- SAP connections are isolated by tenant, so that one customer cannot access another customer's environment;
- personal data processed through the Platform is subject to the applicable data protection laws, as detailed in the Privacy Policy and the DPA: the LGPD (Lei Geral de Proteção de Dados Pessoais, the Brazilian General Data Protection Law) is the primary framework; for residents of the European Economic Area and the United Kingdom, the GDPR and the UK GDPR also apply, including the right to lodge a complaint with the data protection supervisory authority of the country where they reside, and Guvik's representative in the European Union and the United Kingdom (Article 27 of the GDPR and of the UK GDPR) will be designated by Guvik when the law requires it and disclosed in the Privacy Policy; in the United States, the CCPA/CPRA Privacy Notice applies to California residents, and other state privacy laws apply where applicable.

7. Artificial intelligence — no warranty of accuracy

The Platform uses third-party AI models. With the Guvik key, the models are accessed through OpenRouter, configured to use only providers that do not use the data to train models and do not keep it, except when the provider requires limited retention for safety and abuse monitoring (currently Google models and some open models). Under the **BYO LLM/BYOK** model, available only to the Customer, the provider is chosen by the Customer, and data retention and use follow that provider's policies; personal plans do not allow the use of an own key. AI Outputs may contain errors, inaccuracies or "hallucinations". **Guvik does not warrant the accuracy, completeness or fitness of AI Outputs for any particular purpose.** The User and the Customer are responsible for having AI Outputs reviewed by a qualified professional before applying them to SAP Environments, especially in operations involving production, transports or sensitive data. Further details on how the models work and on the limits of AI use are set out in the **AI Terms**.

8. Intellectual property

The Platform, its source code, architecture, trademark and other elements are owned by Guvik or its licensors. This EULA does not grant the User any intellectual property rights in the Platform other than the license of use described in Section 2. AI Outputs generated specifically for the Customer or for the Personal Plan Holder, from their data and instructions, belong to them, subject to the rights of Guvik and its licensors in the underlying technology, models and software, and to the rights of the Responsible Company in the data of its environment. Feedback voluntarily provided by the User to Guvik may be freely used by Guvik to improve the Platform, with no obligation to pay compensation.

9. Availability and support

The Platform is provided on a reasonable availability basis, subject to scheduled maintenance and occasional technical interruptions. Specific service level (SLA) and support commitments, when purchased, are set out in the MSA and its schedules. For personal plans, the support terms of the Personal Plan Terms apply. This EULA alone does not create any SLA obligation.

10. Suspension and termination

Guvik may suspend or terminate the User's access to the Platform, in whole or in part, in the event of: (i) a violation of this EULA; (ii) use that puts at risk the security of the Platform, of other customers or of SAP Environments; (iii) non-payment by the Customer to Guvik, under the MSA, or by the Personal Plan Holder, under the Personal Plan Terms; (iv) an access dispute raised by the Responsible Company, with respect to the disputed connection; or (v) a legal requirement or an order of a competent authority. Termination of the contractual relationship between Guvik and the Customer (MSA) automatically terminates the licenses granted to the Users affiliated with that Customer. Under a personal plan, suspension and termination of the account follow Section 13 of the Personal Plan Terms.

11. Limited warranties

Except as expressly provided in this EULA, the MSA or the Personal Plan Terms, the Platform is provided "as is", without any additional warranties, express or implied, of merchantability, fitness for a particular purpose or non-infringement, to the fullest extent permitted by applicable law.

Nothing in this section excludes the warranties that the law grants to the Personal Plan Holder as a consumer and that cannot be excluded by contract, in particular: (i) in Brazil, the warranties under the Código de Defesa do Consumidor (CDC, the Brazilian Consumer Protection Code); (ii) in the European Economic Area and the United Kingdom, the legal guarantee of conformity for digital content and digital services (Directive (EU) 2019/770 and, in the United Kingdom, the Consumer Rights Act 2015) and the other non-waivable consumer rights under the law of the country where the consumer resides; and (iii) in the United States, the implied warranties and other rights that the law of the state where the consumer resides does not allow to be excluded. Some U.S. states and some countries do not allow the exclusion of implied warranties; in those cases, the exclusion above does not apply to the consumer, or applies only to the extent permitted by law.

12. Limitation of liability

To the fullest extent permitted by law, Guvik's aggregate liability arising from this EULA is subject to the limits and exclusions set out in the MSA applicable to the User's Customer. For personal plans, Guvik's liability follows the Código de Defesa do Consumidor, as provided in the Personal Plan Terms, and the MSA limits do not apply; for Personal Plan Holders who reside outside Brazil, the consumer protection rules preserved in Section 16 also apply. In all other cases, Guvik is not liable for indirect, incidental or consequential damages or loss of profits arising from the use of the Platform, except in cases of willful misconduct (dolo) or gross negligence.

Nothing in this EULA excludes or limits: (i) the rights that mandatory law grants to consumers and that cannot be waived by contract, in Brazil, in the European Economic Area, in the United Kingdom, in the U.S. state or in the country where the consumer resides; or (ii) any liability that applicable law does not allow to be excluded or limited, such as liability for death or personal injury caused by negligence and liability for fraud or willful misconduct. Some U.S. states do not allow the exclusion or limitation of incidental or consequential damages; in those cases, the exclusion or limitation above does not apply to the consumer, or applies only to the extent permitted by law.

13. Confidentiality

The User agrees to keep confidential any Guvik confidential information to which they have access through the use of the Platform (including non-public features, architecture and commercial information), and not to disclose data of other tenants or customers to which they may have incidental access. Additional confidentiality rules between Guvik and the Customer are set out in the MSA.

14. Term

This EULA remains in effect while the User has active access to the Platform, and remains in force while the corresponding MSA is in effect between Guvik and the Customer or, under a personal plan, while the Personal Plan Holder's account exists. Provisions that by their nature should survive termination (intellectual property, confidentiality, limitation of liability) remain in effect after termination.

15. Relationship with the MSA and the Personal Plan Terms

Matters relating to credits, plans, subscription, pricing, billing, SLA and other commercial terms **are not covered by this EULA**. They are governed:

- for companies, by the **Master Subscription Agreement (MSA)** and the related Order Form;
- for individuals, by the **Personal Plan Terms**.

In the event of a conflict between this EULA and those documents regarding commercial terms, the MSA or the Personal Plan Terms, as applicable, prevail.

16. Governing law and jurisdiction

16.1 General rule

This EULA is governed by the laws of the Federative Republic of Brazil, subject to the forum chosen in the applicable MSA or, in its absence, the courts of the judicial district of **São Paulo, State of São Paulo, Brazil**. For the Personal Plan Holder, the courts of their place of residence are chosen. Guvik treats the Personal Plan Holder as a consumer in every country, even when they use the plan in their professional activity, and the choice of Brazilian law does not deprive them of the protections described below, according to where they reside.

16.2 Brazil

For Personal Plan Holders who reside in Brazil, the Código de Defesa do Consumidor and the courts of their place of residence apply.

16.3 European Economic Area and United Kingdom

A Personal Plan Holder who resides in a country of the European Economic Area (EEA) or in the United Kingdom keeps the protection of the mandatory rules of the country where they reside, which cannot be set aside by contract (Regulation (EC) No 593/2008, "Rome I", Article 6, and the equivalent rule in the United Kingdom). They may bring proceedings in the courts of the country where they reside, and Guvik may bring proceedings against them only in those courts (Regulation (EU) No 1215/2012, "Brussels I bis", Articles 17 and 18, and the equivalent rules in the United Kingdom).

16.4 United States

A Personal Plan Holder who resides in the United States keeps the consumer protections that the law of the state where they reside does not allow to be waived or set aside by contract. The courts of their place of residence are chosen.

16.5 Other countries

For Personal Plan Holders who reside in other countries, Brazilian law and the courts of their place of residence apply, without prejudice to the consumer protections that cannot be excluded by contract in the country where they reside.

17. Contact

- Legal/commercial: **contato@guvik.com.br**
- Privacy: **privacidade@guvik.com.br**
- Security: **seguranca@guvik.com.br**
- Support: **suporte@guvik.com.br**

The current version of this EULA is always the one published at `guvik.ai`.

This EULA is published in Portuguese (pt-BR), English (en-US) and Spanish (es-ES), with the same content. The language chosen does not change the rules in Section 16, which depend on where the User resides. In the event of any discrepancy between the versions, the version in the language the User accepted prevails where the applicable consumer protection law so requires; in all other cases, the Portuguese (pt-BR) version prevails.