

SERVICE LEVEL AGREEMENT (SLA)

1.1.VTEX shall ensure that the VTEX Platform and the Customer Online Store are operational and live, reaching a minimum percentage of monthly availability time of 99.7% in each calendar month ("**Uptime SLA**").

1.1.1."**Unavailable**" and "**Unavailability**" means the number of minutes in a month that the sales flow on the Customer Online Store is interrupted to all shoppers of all stores of the Customer or if the Sponsor User for such Customer cannot access VTEX Platform's administrative environment, expressed as a percentage of the total number of minutes in such month.

1.1.2.VTEX shall use reasonable efforts to perform scheduled maintenance on the VTEX Platform during a specified maintenance window, to be scheduled during periods of low system usage such as overnight or at weekends) ("**Scheduled Maintenance**"). During Schedule Maintenance, access to the VTEX Platform, the Customer Online Store and all or part of the Software may be unavailable to Customer and its users.

1.2. If VTEX fails to achieve the minimum Uptime SLA, the Customer's sole remedy shall be to claim service credits ("**Service Credits**"), calculated by applying the Service Credit Percentage below to the

Unavailability in calendar month	Service Credits Percentage
Between 0.01% and 1.00% below the Uptime SLA	10%
Greater than 1.00% below the Uptime SLA	20%

subsequent (monthly) invoice to be paid by the Customer following the month in which VTEX failed to comply with the Uptime SLA:Service Credits can only be applied to future payments due by the Customer under the Agreement. Service Credits are non-transferable and cannot be applied to any other agreement. The sole remedy for the Customer in relation to any Unavailability of the VTEX Platform will be the receipt of the Service Credits. The Customer and VTEX acknowledge that the Service Credits are a reasonable pre-estimate of the losses that the Customer may suffer as a result of, or in connection with, any Unavailability of the VTEX Platform.

1.2.1.To claim Service Credits, the Customer must submit a request through the VTEX service system. The request must be received by VTEX on or before the last day of the month following the month to which the Unavailability relates. The Customer is entitled to claim Service Credits if it has paid all outstanding invoices. If the request relates to Uptime SLA which is confirmed to have been lower than 99.7%, VTEX will apply the Service Credits to the Customer's next monthly invoice following the month in which the occurrence was determined.

1.3.VTEX shall not be responsible for any failure to meet the Uptime SLA that are due to, or as a result of, any of the following reasons:

1.3.1.If VTEX considers it necessary to take steps to maintain the security or integrity of the VTEX Platform and/or the Customer Online Store including performing emergency maintenance of the VTEX Platform. This may include VTEX taking steps to address: (i) zero-day vulnerabilities, (ii) distributed denial of service attacks, (iii) identified vulnerabilities (iv) attempted security breaches by hackers; or (v) ransomware attacks;

- 1.3.2.any failure to make online sales or overloading of the hosting infrastructure used to provide the VTEX Platform resulting from (i) the Customer, or any third party on behalf of the Customer, making changes to the settings of the VTEX Platform, including VTEX's enterprise low-code development platform ("VTEX IO") applications developed by third parties or customisations to the Customer's Online Store that are not originally available on the VTEX Platform or (ii) deactivation of functionalities of the VTEX Platform, which will be informed by VTEX to the Customer with prior notice;
- 1.3.3.cases of overload, unavailability or slowness caused by the Customer or a third party contracted via APIs (Application Programming Interface), import and/or export of data, external queries to its own or third-party services to the VTEX system. In this case, if necessary, VTEX may temporarily suspend the Services. A flow of information 10 (ten) times greater than the average observed in the 15 (fifteen) days before the occurrence will be considered overload;
- 1.3.4.any interruptions necessary for making technical adjustments or maintaining the VTEX Platform. VTEX will use reasonable efforts to provide advance notice in writing of not less than forty-eight (48) hours. While Scheduled Maintenance does not typically affect the sales flow on the VTEX Platform, the Customer acknowledges that it may result in latency that is higher than usual. VTEX shall seek to make such Scheduled Maintenance in periods of lower access, aiming to minimise the impact on the Customer Online Store;
- 1.3.5.suspension of the Services in accordance with the Agreement;
- 1.3.6.if the maximum daily limit of visitors accessing the Customer Online Store is exceeded, which shall correspond to twice the daily average of visitors of the last 60 (sixty) days, provided that the Customer has not communicated to VTEX, at least 72 (seventy-two) hours in advance, of any circumstance that may subject the Customer Online Store to an unusual demand load. Although the VTEX Platform is auto-scalable, if the number of access requests suddenly without VTEX having received sufficient prior written notice of such potential increase in access requests, the Customer acknowledges that access to the VTEX Platform and/or the Customer Online Store may be interrupted;
- 1.3.7.instabilities of software and services outside of VTEX's control, such as, without limitation, disruptions on core telecom network or on cloud provider's core services.
- 1.3.8.Customer's default or delay or negligent, wilful or reckless act or omission by Customer (or users of the VTEX Platform and/or the Customer Online Store for whom Customer is responsible pursuant to the Agreement), or any of Customer's representatives, employees or third party sub-contractors;
- 1.3.9.failure or fault with Customer-owned or Customer-managed equipment; or
- 1.3.10.any Force Majeure Event.