MASTER SERVICES AGREEMENT

This Agreement is entered into between **VTEX COMMERCE CLOUD SOLUTIONS LLC** ("**VTEX**"), a Florida limited liability company located at 11 East 44th Street - New York, NY 10017, and "**Customer**" as defined in the Order Form attached hereto (each a Party, together, the "Parties").

1.   SERVICES

The services consist of the authorization to use and receive support and maintenance services for the software developed by VTEX for e-commerce solutions ("VTEX Platform") on a non-exclusive basis ("Services").
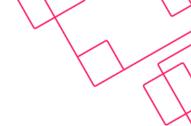
2.   PRICE AND PAYMENT CONDITIONS

2.1.   The Customer will pay VTEX for the Services upon the availability of an invoice by VTEX. Any undisputed invoice not paid within thirty (30) days after the availability of the invoice will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.

2.2.   Customer shall be responsible, as required by applicable law, for paying any taxes and other governmental charges ("Taxes") imposed on VTEX on or in respect of transactions and payments under this Agreement (Taxes based on VTEX's net income are excluded). All fees payable by the Customer are exclusive of Taxes unless otherwise required by applicable law. VTEX may collect, and the Customer shall pay any applicable indirect taxes that VTEX is legally obliged or authorized to collect from the Customer. All payments made by the Customer under this Agreement shall be made free of deduction or withholding as required by law. If any such deduction or withholding (including, but not limited to, cross-border withholding taxes) is required on any payment, the Customer shall pay such additional amounts as may be necessary to make the net amount VTEX receives equal to the amount then due and payable under this Agreement.

2.3.   VTEX may annually adjust the fees established in the Order Form through the index of CPI (Consumer Price Index).

3.   CUSTOMER'S RESPONSIBILITIES

3.1. To make the payments due under this Agreement following the terms indicated in the Order Form.

3.2. Customer shall inform VTEX of changes in the Customer's business registration and contact information. Unless informed of such modifications, VTEX will continue using previously provided information with no liability.

3.3. To manage the Customer's website's operation and the launch and maintenance of the Customer's online store through the administrative module provided by VTEX.

3.4. Customer shall be fully liable for the acts and omissions of its own or any person that uses the VTEX Platform on its behalf, including, without limitation, any customizations, features, and/or functionalities it adds to the VTEX Platform. The Customer further agrees that VTEX shall not be liable for any breaches to the SLA caused due to the implementation and operation of such functionalities, features, and/or customizations. Customer is entirely responsible for taking appropriate actions to secure and protect the content it uploads to the VTEX Platform.

3.5. Customer shall not attempt to (i) gain unauthorized access to the VTEX Platform; (ii) interfere with the VTEX Platform; (iii) interfere with another VTEX Client's use of the VTEX Platform; (iv) impair the functioning or operation of the VTEX Platform; or (v) decipher, decompile, disassemble or reverse engineer the VTEX Platform.

3.6. The Customer shall not sublicense or resell any of the Services to any third party without the prior written consent of VTEX.

3.7. The Customer is solely liable for the products and/or services offered via its website and shall indemnify VTEX against any claim, action, loss, liability, or demand arising in connection with the Customer's products and/or services.

3.8. The Customer shall comply with all applicable laws to this Agreement.

3.9. Customer agrees that if it integrates a non-Certified App with the VTEX Platform, VTEX shall have no liability for any breaches of SLA or any losses and damages that may arise from or relate to such integration or use of the non-Certified APP.

3.9.1. Certified App means an application developed by a VTEX partner that has been duly homologated following the process available at: https://developers.vtex.com/vtex-developer-docs/changelog/homologation-requirements-for-the-vtex-app-store.

3.10. The Customer agrees that all orders generated involving any VTEX Platform Application Programming Interface ("API") must be registered in the VTEX Platform's Order Management System ("OMS"). Violation of this provision will be a material breach of this Agreement.

3.11. The Customer agrees that during the term of this Agreement and indefinitely after that, it shall not make any derogatory or harmful statement concerning the Parties' relationship, VTEX or any of VTEX's Directors, Officers, or employees, the VTEX Platform, the Services, and this Agreement.

3.12. Customer shall not use the VTEX Platform to: (i) display or transmit pornographic material of any kind; (ii) transmit material that is unlawful, misleading, harassing, libelous, abusive, fraudulent, threatening, harmful, grossly offensive or otherwise objectionable; (iii) transmit material that contains viruses or any other harmful programs or code; (iv) collect, post or distribute personal information about others without their consent; (v) transmit chain letters or any unsolicited e-mail or other electronic messages ("SPAM"); (vii) post or transmit any material that may infringe the copyright, trademark, trade dress or other intellectual property rights or any other personal or property rights of a third party; (viii) store files not related to CUSTOMER's web site; (ix) attempt to hack or penetrate security measures; or (x) offer or conduct activities related to gambling, sweepstakes, raffles, lotteries, pyramid or similar schemes; (xi) create an anonymous gateway; (xii) violate any federal, state or local law or regulation of a governing body in the location where the violating content is received.

4. VTEX's OBLIGATIONS

4.1. VTEX shall:

4.1.1. provide the Services and support of the VTEX Platform, according to the Order Form.

4.1.2. implement and maintain reasonable security practices and procedures designed to protect such Customer Information from unauthorised access.

4.1.5. During the term of this Agreement and indefinitely after that, VTEX shall not make any derogatory or harmful statement concerning the Parties' relationship, the Customer, or any of the Customer's Directors, Officers, or employees, and this Agreement.

4.1.3. comply with all applicable laws to this Agreement.

4.2. VTEX may change or discontinue functionalities from time to time by providing the Customer at least 30 days prior notice (communication via https://help.vtex.com/en/announcements to suffice).

5. SERVICE LEVEL

As long as Customer's obligations provided for herein are complied with, VTEX shall perform the Services at the levels outlined in the VTEX Platform – Service Level Agreement available at: https://vtex.com/wp-content/uploads/2023/02/VTEX-US-SLA.pdf.

6. LIABILITY

6.1 VTEX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, DOWNTIME COSTS, COSTS OF ANY SUBSTITUTE SERVICES OR CLAIMS OF ANY THIRD PARTY, INCLUDING CLIENT'S OR END USERS FOR SUCH DAMAGES, ARISING FROM THE USE OR INABILITY TO USE THE SYSTEM OR SERVICES, OR BY THE UNAUTHORIZED USE OF, OR ACCESS TO, THE SYSTEM OR SERVICES, EVEN IF VTEX KNEW OR SHOULD HAVE KNOWN OF

THE POSSIBILITY OF SUCH DAMAGES. VTEX'S MAXIMUM LIABILITY FOR ANY DAMAGES OR WARRANTY OBLIGATIONS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE PERFORMANCE OF ANY SERVICES TO BE RENDERED HEREUNDER.

7. INTELLECTUAL PROPERTY

7.1. The VTEX Platform is owned and shall remain owned exclusively by VTEX, being authorized only the use of the VTEX Platform by the Customer. Customer may only reproduce or copy eventual reference manuals of VTEX Platform and any written materials furnished by VTEX for internal use.

7.2. The Customer cannot modify or remove any sign identifying the VTEX trademark and its trade name from the places where it appears on the VTEX Platform. Unless otherwise provided in this clause, no provision contained herein may grant or will be considered as having given the Customer any right, title, or other equity on VTEX trademark and its trade name. The Customer may not, at any time whatsoever, object to or assist or cooperate with third parties to object to the trademark or the trade name of VTEX or its register, nor may it seek to register any trademark or trade name that can confuse by its similarity, with the trademark or the trade name of VTEX. Any goodwill, rights, and benefits deriving from or resulting from using VTEX trademark and its trade name will exclusively benefit VTEX.

7.3. All data stored by the use of VTEX Platform belongs to the Customer ("Customer DATA") provided that VTEX may aggregate and anonymize such data following applicable laws and use such resulting de-identified data set for its internal purposes, including to help the improvement of its products and services, market comparisons, as well as to assist VTEX to measure and sizing its infrastructure. VTEX will not any Sell or Share (as such terms are defined in the California Consumer Privacy Act ("CCPA")) any Customer DATA.

7.4. The Customer authorizes VTEX to use its trademark, and logo ("Image") to publicize the launch of the Customer's online store. The Customer shall include VTEX's logo and hyperlink in the footer of its online store frontend.

8. PERSONAL DATA PROTECTION AND SECURITY POSTURE

8.1. The Data Processing Addendum (DPA) available at:<https://vtex.com/wp-content/uploads/2022/07/VTEX-Data-Processing-Addendum-DPA-USA-version.docx-1.pdf> the VTEX Privacy Policy, available at: <https://vtex.com/br-pt/vtex-privacy-policy/> and VTEX's Security Posutre available at: <https://vtex.com/wp-content/uploads/2022/07/VTEX_SecurityDocument_EN.pdf> are incorporated by reference. These links may be updated, in which case VTEX will forward a notice to the Customer.

8.2. Subject to compliance with the pre-established procedure for requesting security tests, the Customer can perform any type of penetration test ("pentest") or vulnerability scan on the VTEX Platform at its expense. Any results or reports of vulnerability scans or pentests conducted by the Customer or any third party acting on the Customer's behalf will belong exclusively to VTEX.

9. TERM AND TERMINATION

9.1. This Agreement is effective as of the date of execution of the Order Form and will remain active for the Term established therein. This Agreement will be considered automatically extended for successive additional periods equivalent to the Term ("Renewal Term") unless one of the Parties notifies the other Party, in writing, ninety (90) days before the end of the Term, stating its intention not to renew the Agreement. VTEX will continue providing the Services in the Renewal Period at VTEX Standard Rates (current fees charged by VTEX at the moment of renewal).

9.2. Either Party may terminate this Agreement by virtue of 1. a material breach of this Agreement if the other Party fails to remedy it after being given fifteen (15) days written notice; 2. bankruptcy, judicial or extrajudicial recovery, dissolution, or judicial or extrajudicial liquidation of any of the Parties, requested or ratified; or 3. violation of section 11.1 herein. VTEX may, at its sole discretion and at any time, suspend the Services or

terminate the Agreement without liability if Customer is using the Services in a fraudulent manner or in case of delayed payment for more than 60 days, without prejudice to the collection of the fees due by the Customer until the date of termination.

10. CONFIDENTIALITY

10.1. "Confidential Information" means all information disclosed by a Party or its affiliates ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of this Agreement, (ii) was priorly known, as demonstrated by reasonable evidence, by the Receiving Party, as demonstrated by reasonable evidence (iii) is received from a rightful third party or (iv) was, as demonstrated by reasonable evidence, independently developed by the Receiving Party.

10.2. Each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use a reasonable degree of care to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective than those herein.

10.3. Mandatory Disclosure. Subject to the remaining part of this clause, the Receiving Party may disclose Confidential Information if requested by law, tribunal order, or governmental body. The Receiving Party shall: (a), if legally permitted, notify the Disclosing Party that shall have the right to intervene in the process for contesting such disclosure; and (b) cooperate with the Disclosing Party, under Disclosing Party's costs.

10.4. Return of Confidential Information. Subject to internal backup policies of the Receiving Party, upon the Disclosing Party's request or termination of this Agreement, the Receiving Party shall promptly return or destroy, ate Disclosing Party's instructions, all Confidential Information, and its respective copies.

10.5. The Parties agree that in the event of any breach of the other's obligations regarding Confidential Information, there may not be an adequate remedy at law, and therefore the Parties shall be entitled to seek equitable relief without the necessity of posting of a bond.

11. COMPLIANCE COMMITMENT

11.1. The Parties declare that they are fully aware of the VTEX Code of Ethics and Conduct ("Code of Ethics") available at https://vtex.com/us-en/compliance/ethics/ and the Anti-Corruption and Money Laundering Prevention Policies available at https://vtex.com/us-en/compliance/policies-and-procedures/ and undertake to observe for themselves, their managers, agents, representatives and employees, their principles and guidelines, maintaining, throughout their relationship with each other or with third parties related to the purpose of the Agreement.

12. GENERAL PROVISIONS

12.1. This Agreement does not constitute a company, an association, a joint venture, a partnership, or another formal business relationship or an entity of any nature, nor does it constitute an obligation to create any such relationships or entities. Each Party will act as an independent contractor and not as a representative of the other Party for any purpose. If either Party fails to exercise any right provided for herein, this will not be considered a novation or waiver of such provisions, rights, or entitlements and will not affect by any means whatsoever the validity of this Agreement. This Agreement cannot be transferred, assigned, charged, sub-contracted, declared a trust over, or dealt in any other manner, in whole or in part, with all or any of its rights and obligations under this Agreement to third parties without the written consent of the other Party. This Agreement binds the Parties, heirs, and successors at any title. If any provision of this Agreement is determined to be void, null, or ineffective, such invalidity will not affect the other provisions of the Agreement, which will remain valid and in force concerning all the other provisions. All notices under the Agreement must be in writing and personally delivered or sent by registered or certified mail to, if for the Customer, the address listed on the associated Order Form and, if for VTEX, to legal@vtex.com.br. Notices will be deemed delivered: i) at the time of personal delivery to a representative of the Parties; ii) at the end of the third (3rd) business day when sent by delivery services; or ii) if mailed by registered or certified mail, notices will be effective when received. This Agreement and the Order Form contain the entire understanding of the Parties on the subject matter hereof and prevail over all and any

previous understandings about the same object. In case of a conflict between this Agreement and the Order Form, the Order Form shall prevail.

12.2. The Customer acknowledges and agrees that: (a) its duty to comply with the provisions of the Americans with Disabilities Act ("ADA") or any other applicable accessibility guidelines and laws ("Accessibility Laws") is non-delegable; (b) VTEX disclaims any warranty that the Services comply with any Accessibility Laws or ADA; and (c) Absent VTEX's gross negligence, or willful misconduct for the VTEX Platform's compliance with Accessibility Laws or ADA, VTEX shall have no liability resulting from any claim that the Customer's online store or the Services fail to comply with such laws.

12.3. The obligations of a Party will be temporarily suspended in the event of any act of God or other events not reasonably within the control of the Party ("Force Majeure Event") and will remain suspended for the duration of the Force Majeure Event. If a Force Majeure Event suspends a Party's performance for a period exceeding 90 days, the other party may, at its option, terminate this Agreement. Except for payments of outstanding balances when due, neither party will be liable for any damages or penalties for performance delays when such delay is due to a Force Majeure Event. Force Majeure Event shall include non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause).

12.4. This Agreement will be governed by the laws of New York without regard to its conflicts of laws principles. The Parties will submit all disputes arising under this Agreement to arbitration in New York City, New York, before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the Parties, except that such arbitrator shall be an attorney admitted to practice law in New York. No Party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. This Agreement contains the entire understanding of the Parties on the subject matter herein.

VTEX Commerce Cloud Solutions   **Customer**

_____   _____
By   By

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date