

MASTER SERVICES AGREEMENT

1. PARTIES

VTEX COMMERCE CLOUD SOLUTIONS LLC (“VTEX”), a Florida limited liability company located at: 501 E Las Olas Blvd, 3rd floor - Fort Lauderdale, FL 33301, and _____ the legal entity indicated and identified in the “ORDER FORM”, hereinafter referred to as “CUSTOMER ” (each a Party, together, the “Parties”), have covenanted and agreed to execute this instrument, according to the clauses and conditions set forth below, which the parties have read and accepted and to which the parties bound themselves.

2. ORDER FORM

- 2.1. The MASTER SERVICES AGREEMENT AND THE – ORDER FORM are herein jointly referred to as the “AGREEMENT”. If there are any contradictions or ambiguities between the MASTER SERVICES AGREEMENT and the – ORDER FORM, the terms of the ORDER FORM shall prevail.

3. SERVICES

VTEX hereby undertakes to render the services described in the ORDER FORM to the CUSTOMER, hereinafter referred to as the “SERVICES”.

4. PRICE AND PAYMENT CONDITIONS

- 4.1. CUSTOMER will pay VTEX, for the SERVICES including all fees indicated in the ORDER FORM, upon receipt of an invoice from VTEX. The fees for any annual renewal period may increase in the greater of (a) three percent (3%) and (b) rate of the Consumer Price Index-All Urban applicable to such year.
- 4.2. In the event CUSTOMER fails to make any payment when due, CUSTOMER will be charged a penalty for delay equal to two percent (2%) on any amount that is not paid when due, plus interest of: the lesser of one percent (1%) per month or month fraction, or the maximum allowed by law, calculated on a daily pro rata basis between the due date and the date of the actual payment.
 - 4.2.1. If CUSTOMER fails to make any payment for more than sixty (60) days after the due date and subject to the procedure stated in clauses 10.5 and 10.5.1, VTEX may suspend immediately the rendering of the SERVICES, and at its sole discretion, terminate the AGREEMENT.

4.2.2. CUSTOMER shall remain obliged to pay the overdue and unpaid amounts, as long as the SERVICES have been provided by VTEX.

4.3. The fees for the SERVICES are exclusive of taxes. If VTEX is required to withhold taxes imposed upon CUSTOMER for any payment under this Agreement by virtue of the laws of a country in which VTEX Services are licensed, sold or delivered, then such payments will be made by VTEX on behalf of CUSTOMER and VTEX shall remit such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted appropriately so that VTEX actually receives the full amount of the fees from CUSTOMER. CUSTOMER agrees to supply VTEX with official documentation or tax receipts on such withholdings supporting such taxes and such payments as may be required by VTEX for its tax records.

5. CUSTOMER'S OBLIGATIONS

5.1. CUSTOMER'S obligations are:

5.1.1. To make the payments due under this AGREEMENT on in accordance with the terms indicated in the ORDER FORM.

5.1.2. To inform VTEX as expeditiously as possible of any changes in Client's business registration and contact information including but not limited to: business name, address, primary contact name and contact details. Unless informed of such changes, VTEX will continue to use information previously provided with no liability for using the information with respect to the terms of the Agreement (e.g., for providing notice of price changes).

5.1.3. To manage the operation of its website (including concerning the hiring and accreditation of the payment methods along with the credit card operators and financial institutions) and to manage it through the administrative module made available by VTEX.

5.1.4. To be liable for the information provided upon the execution of this AGREEMENT and the ORDER FORM, including with regard to the ownership of the website and its domain.

5.1.5. To be liable, in the event Customer adds any customization, features or functionality to the VTEX Platform.

5.1.6 To be liable for the acts performed by its representatives, website developers, managers and/or by any and all person that may have access to the website management password (recognizing that such acts may negatively impact the security and/or performance of the website or VTEX Software).

5.1.7 To not use the Software or Services 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 messages; (vi) 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; (vii) store files not related to Client's web site; (ix) advocate, assist or describe methods 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; (xiii) in the location where the violating content is received.

5.1.8 To not, or attempt to, (i) gain unauthorized access to VTEX's network, System or Services; (ii) interfere with VTEX's Software or Services; (iii) interfere with another VTEX Client's use of VTEX's Software or Services; or (iv) impair the functioning or operation of VTEX's Software or Services; or (v) decipher, decompile, disassemble or reverse engineer the Software or the Services.

5.1.9 To: (i) comply by VTEX's policy with respect to the Digital Millennium Copyright Act ("DMCA") as posted on VTEX's website; (ii) respond expeditiously to communications from VTEX with respect to allegations of Client's copyright infringement by third parties; (iii) hold VTEX harmless from any action taken pursuant to the DMCA notification as defined in (17 U.S.C. Section 512(g)(3)) and documented in VTEX's DMCA policy.

5.1.10 To not sublicense or resell any of the Services to any third party without the prior written consent of VTEX.

5.1.11 To comply with the following: (i) not to send and not to allow the sending of email or any type of electronic message characterized as SPAM, under the penalty of prompt suspension of the services hereby contracted, regardless of prior notice or notification by VTEX; and (ii) to be liable for any fine

or penalty imposed to VTEX, and shall reimburse VTEX for any penalties eventually incurred by VTEX.

6. VTEX's OBLIGATIONS

6.1. VTEX shall:

6.1.1. render the SERVICES properly, subject to the provisions stated in clause 7.1 below.

6.1.2. provide monthly support of VTEX Software. The monthly support includes:

6.1.2.1. Keeping the platform up and running according to the Service Level Agreement of the Software as a Service ("SLA OF THE SAAS").

6.1.2.2. Making available new functionalities and developments of existing standard functionalities, in VTEX's discretion.

6.1.3. make available online documentation containing description of the main Application Programming Interfaces ("APIs"), to enable the integration of VTEX Software with other software.

6.1.4. provide and update knowledge basis for support and guidance on the operation of the platform.

6.1.5. maintain the hosting infrastructure updated and secure in relation to protection programs against third parties' criminal or irregular activities.

6.1.6. make available to the Customer online information for guidance relating to the procedures, use and operation of the platform.

7. SERVICE LEVEL

As long as CUSTOMER's obligations provided for herein are complied with, VTEX shall perform the Services at the levels set forth in the SLA OF THE SAAS, VTEX COMMERCE – SERVICE LEVEL AGREEMENT (<http://www.vtex.com/agreements/>).

8. VTEX's LIMITED LIABILITY

VTEX ASSUMES NO RESPONSIBILITY WITH RESPECT TO THE USE OF THE SYSTEM OR SERVICES BY CLIENT OR ITS END USERS. VTEX SHALL NOT BE LIABLE FOR ANY DIRECT, 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, EVEN IF VTEX KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. VTEX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK, TRADE DRESS, SERVICE MARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS 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. VTEX'S MAXIMUM LIABILITY FOR ANY DAMAGES OR WARRANTY OBLIGATIONS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES RESULTING FROM VTEX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF THE AMOUNTS PAID BY CLIENT FOR HOSTING SERVICES DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. CLIENT 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.

9. INTELLECTUAL PROPERTY

9.1. VTEX Software is owned and shall remain owned exclusively by VTEX, being hereby authorized only the use of VTEX software by CUSTOMER. CUSTOMER may only reproduce or copy eventual reference manuals of VTEX software and any written materials furnished by VTEX for internal use. No written, printed or electronic material furnished by VTEX may be reproduced or copied for any other purpose.

9.2. CUSTOMER cannot modify or remove any sign identifying VTEX trademark as well as its trade name from the places where it appears on VTEX Software. Unless otherwise provided for in this clause, no provision contained herein may grant or will be considered as having granted to CUSTOMER any right, title or any other equity on VTEX trademark and its trade name. 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 cause confusion by virtue of its similarity, with the trademark or the trade name of VTEX. Any and all goodwill, rights and benefits deriving from or resulting from the use of VTEX trademark and of its trade name will exclusively benefit VTEX. CUSTOMER does not obtain any right relative to VTEX trademark, unless if otherwise expressly provided for in this AGREEMENT.

9.3. All data stored by the use of VTEX software belongs to the CUSTOMER ("CUSTOMER DATA") provided VTEX may aggregate and anonymize such data in accordance with applicable laws and use such resulting de-identified data set for its purposes including to help the improvement of its products and services, market comparisons, as well as to assist VTEX to measure and evaluate its infrastructure. VTEX will not sell any CUSTOMER Data (as such term is defined in the California Consumer Privacy Act ("CCPA")).

9.4. The Parties acknowledge and agree that in the event of any breach of VTEX's intellectual property rights relating to the Software or the Services, VTEX may not have an adequate remedy at law and VTEX shall be entitled to seek equitable relief without the necessity of proving actual damages or posting of a bond. This provision shall not be construed as a waiver of any legal rights that VTEX may otherwise be entitled.

10. TERM AND TERMINATION

10.1. The AGREEMENT is effective as of the date of execution of the ORDER FORM, ("TERM"). If not otherwise agreed in the ORDER FORM, the AGREEMENT will be considered automatically extended for successive additional periods equivalent to the 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.

10.2. VTEX may, at its sole discretion and at any time, terminate this AGREEMENT without liability if CUSTOMER is using the SERVICES in a fraudulent manner.

10.3. Either PARTY may terminate the AGREEMENT by virtue of an uncured contract breach, by notifying the other PARTY, in writing, about such breach, requesting the cure of such breach within fifteen (15) days as of the notification date. If the breaching PARTY is not able to cure the breach within such term, the aggrieved PARTY may terminate this AGREEMENT.

11. CLAIMS FROM THIRD PARTIES

CUSTOMER acknowledges being solely liable for the products and/or services offered by it via its website. In this context, if VTEX is sued by third parties by virtue of, including but not limited to, defects on the products or services offered by CUSTOMER or by any supplier of CUSTOMER, or further, for the noncompliance with applicable laws, CUSTOMER shall indemnify and defend VTEX from any such claims.

12. CONFIDENTIALITY

12.1. Definition of Confidential Information:

12.1.1. "Confidential Information" shall mean all and any document and information supplied or published by the DISCLOSING PARTY to the RECEIVING PARTY in any form or manner, including, but not limited to any and all private information relating to technology from any of the Parties or their affiliates, business plans, agreements, promotional, marketing, financing activities and economic matters, as well as all third party information that any of the Parties or their affiliates are obliged to keep confidential. Confidential Information can also be found in tangible materials, such as drawings, information, specifications, reports and computer programs.

12.1.2 Confidential Information shall not include information that the RECEIVING PARTY proves that: (i) is legally recognized by the RECEIVING PARTY at the moment of its receipt from the other Party, as demonstrated by written evidence by the RECEIVING PARTY, produced at the moment without breach of confidentiality; (ii) is commonly recognized or available to public, regardless of breach or omission by the RECEIVING PARTY; (iii) can be evidenced by documents that has been developed or created by, or to the employees of, the RECEIVING PARTY or any third party (that did not obtain such information in an illegal or obscure manner) and that did not have access, direct or indirectly, to the Confidential Information; or (iv) provided to the RECEIVING PARTY by third parties, having right to it, without restrictions to disclosure and without breach any contractual, legal or fiduciary obligations of such third parties. For sake of clarity, the terms of this AGREEMENT are considered Confidential Information.

12.2. Protection to Confidential Information. The PARTIES shall:

12.2.1. take measures to prevent the use, disclosure, dissemination or copy of any Confidential Information, including the development, implementation, maintenance and application of the proceedings and proper policies for protection of any Confidential Information;

12.2.2. use the same measures that it uses to prevent the use, disclosure, dissemination or copy of its own confidential information or information of similar nature to prevent the disclosure of Confidential Information to third parties, but in any way secure measures below the reasonable level;

12.2.3. use the Confidential Information only when necessary and appropriate for the accomplishment of obligations under this AGREEMENT;

12.2.4. do not acquire any express or implicit right to any intellectual property right or any other right, or establish any guarantees over Confidential Information;

12.2.5. inform its employees, agents and contracting parties that execute obligations under this AGREEMENT about the restrictions relating to Confidential Information; and

12.2.6. require that all its agents, employees and contracting parties (including, in case of VTEX, any subcontractors) agree on the confidentiality obligation.

Notwithstanding any provision in contrary in this clause, VTEX is authorized to disclose Confidential Information to its employees, agents, affiliates and subcontracting parties that: (a) have real need (to be assessed in good faith) to have knowledge about such Confidential Information in order to execute the obligations under this AGREEMENT; and (b) have legal obligation of keeping the confidentiality of all the information (including of third parties) received by them while performing its obligations not less restricted than the confidentiality obligation that VTEX uses for protect its own information. VTEX shall arrange for the signature of a Non-Disclosure Agreement with all employees and third parties that act directly with the execution of this AGREEMENT, and the CONTRACTING PARTY shall do the same in respect to its employees and third parties. Each Party assumes total responsibility for acts and omissions of its contracting parties and employees regarding all Confidential Information.

- 12.3. Mandatory Disclosure. Subject to the remaining part of this clause 13, the RECEIVING PARTY may disclose Confidential Information as long as they are requested by law, tribunal order or governmental body. The RECEIVING PARTY shall use its best reasonable and commercial efforts for: (a) maintaining the confidentiality of the Confidential Information by notifying (as long as not prohibited by law) to 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, to protect the confidentiality of such Confidential Information. The DISCLOSING PARTY (or any other person to whom such Confidential Information belongs) shall have the right to obtain a protection order or, in another manner, protect the confidentiality of such Confidential Information.

- 12.4. Notification. The RECEIVING PARTY shall notify as soon as possible the DISCLOSING PARTY in case of any suspicion, disclosure or loss of Confidential Information beyond what is allowed under this AGREEMENT.
- 12.5. Return of Confidential Information. Subject to the ordinary practice of maintaining backup of information for purposes of archive of each Party, and as long as expressly authorized by the other Party, in case of termination or end of this AGREEMENT, in whole or partially, or upon the DISCLOSING PARTY's request at any moment, the RECEIVING PARTY shall promptly return or destroy, according to the DISCLOSING PARTY's instructions, all and any Confidential Information and its respective copies, as long as the RECEIVING PARTY may keep one copy for use only in case of disagreement between the Parties arising from this AGREEMENT and as a necessary measure to comply with the law.
- 12.6. The PARTIES recognize that the breach or omission of the respective obligations under this clause 12 may, for its nature and serious implications, cause immediate and unrecoverable damages to the other Party that may not be properly compensated, and that, in addition to all legal instruments and equity, the damaged Party shall have the right to request injunctive relief with a court of competent jurisdiction without the need to provide bond or any other guarantee.
- 12.7. Term. The obligations of the PARTIES in respect to Confidential Information in this clause shall remain in full force and effect during this AGREEMENT and for five (5) years after its termination.

13. GENERAL PROVISIONS

- 13.1. The PARTIES agree that the MASTER SERVICES AGREEMENT, together with the "ORDER FORM" constitute the entire agreement between the PARTIES in relation to the issues dealt with herein, prevailing over any and all understandings, whether oral or written, and other notices between the PARTIES in relation to the subject contemplated herein, and may be amended only by means of written consent of the PARTIES.
- 13.2. The 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 of such relationship or entities. Each PARTY will act in the capacity of independent contractor, and not as representative of another PARTY for any purpose.

- 13.3. If either PARTY fails to exercise any right provided for herein, this will not be considered novation or waiver of such provisions, rights or entitlements, and will not affect by any means whatsoever the validity of the AGREEMENT.
- 13.4. The rights related to the AGREEMENT cannot be transferred or assigned, in the whole or in part, to third parties, except under the hypotheses provided for in this instrument, pursuant to written authorization from the PARTIES.
- 13.5. This AGREEMENT is binding on the PARTIES, heirs and successors at any title.
- 13.6. 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 with respect to all the other provisions.
- 13.7. This AGREEMENT is executed on a non-exclusive basis, and thus, the PARTIES are free to execute similar agreements with third parties or any other type of agreement with the same purpose and object.
- 13.8. All notices under the Agreement must be in writing and personally delivered, or sent by facsimile or by registered or by certified mail to the address listed on the associated ORDER FORM. 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) or, mailed by registered or certified mail, notices will be effective when received. Either party may change the address to which notices to it are to be sent by giving notice of such change to the other party.
- 13.9. CUSTOMER shall include VTEX's signature, in the form of its logo, containing a hyperlink to its website, in all items accessible to the users of VTEX software during the term of the AGREEMENT.
- 13.10. This AGREEMENT contains the entire understanding of the PARTIES on the subject matter hereof and prevails and all and any previous understandings about the same object.
- 13.11. This Agreement will be governed by the laws of the State of New York as applied to agreements between two residents of the State of New York without regard to its conflicts of laws principles. The parties submit to the exclusive personal jurisdiction of, and waive any objection to the jurisdiction of, the United States District Court for the Southern District of New York, and the state courts of the State of New York in New York County, New York.

13.12. The obligations of a party will be temporarily suspended in the event of any act of God or other event 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 party’s performance is suspended by a Force Majeure Event 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 delay in performance when such delay is due to a Force Majeure Event.