

Code	PO.JUR.013
Version	V.1
Publication	20/05/2021
Prepared by	Legal Team
Data classification	Público
Disclosure	Externa

1.	Ownership	2
2.	Grant of License	2
3.	Termination	2
4.	Proprietary Rights	2
5.	Limited Warranty, Disclaimer of Implied Warranties & Duties	2
6.	Exclusion of Incidental, Consequential and Certain Other Damages	3
7.	Use of Your Data	3
8.	Limitation of Liability and Remedies	3
9.	General Provisions	4
10.	Historic	4

IMPORTANT – READ CAREFULLY: This End-User License Agreement ("EULA" and "Agreement") for **VTEX** software is a legal and binding agreement between you ("Licensee") and **VTEX ECOMMERCE PLATFORM LIMITED,** a private limited company incorporated and registered in England and Wales with company number 10867517 whose registered office is located at Wework Aviation House, 125 Kingsway, London, United Kingdom, WC2B 6NH ("**VTEX**"). This EULA governs Licensee's use of all of the Software distributed or delivered hereunder. "Software" means all software, associated media, any printed materials and any accompanying "online" or electronic information provided to Licensee hereunder. By contracting, downloading, installing, copying, or otherwise using the Software, Licensee acknowledges that it has read this EULA and agrees to be bound by its terms. If Licensee does not agree to the terms and provisions of this EULA, shall not download, install, copy, or otherwise use the Software. If these terms are considered an offer, acceptance is expressly limited to these terms.



1. Ownership

The Software is owned by **VTEX** and its third-party suppliers and is licensed (and not sold) to Licensee. In connection with this EULA, **VTEX**'s third party suppliers or distributors may assert and protect any of their rights, and with **VTEX**'s permission, **VTEX**'s rights.

2. Grant of License

Subject to the terms of this EULA, VTEX grants Licensee the worldwide, non-exclusive, non-sublicensable, non-transferable, license to use one copy of the Software, in object code format, solely for their internal use. Licensee may not reverse-engineer, decompile, or disassemble the Software, or otherwise reduce the code of the Software to a human perceivable form, except and only to the extent that the restriction of such activity is prohibited by applicable law, and in such event, Licensee shall provide VTEX prompt notification of such activities. Licensee may not alter or remove any of **VTEX**'s or its third-party suppliers' trademarks affixed to or otherwise contained on or within the Software. Licensee may not market, distribute, transfer copies of the Software to others or electronically transfer the Software from one mobile phone to another. Licensee may not rent, lease, or lend the Software. Licensee may not modify, adapt or translate the Software or create derivative works based on the Software. All rights not expressly granted to Licensee in this EULA are reserved by VTEX and its suppliers. No rights are granted by implication or otherwise. In the performance of the obligations under this Agreement, Licensee shall at all times comply with the laws, regulations, and orders in effect and applicable to their performance hereunder.

3. Termination

This EULA may be terminated by **VTEX** upon notice and without further action upon the breach of any of Licensee's obligations or the license rights granted under this EULA. Upon termination, all use of the Software must cease, and all rights granted under this EULA are terminated. Upon termination Licensee hereby agrees to return to **VTEX** or to destroy all copies of the Software in its possession or control within thirty (30) days of such termination and certify the same in an affidavit to **VTEX** upon request. This remedy is in addition to any other remedies available to **VTEX**. Sections 1, 3, 4, and 5 through 9 shall survive the expiration or termination of this Agreement.

4. Proprietary Rights

All rights, title, and proprietary interest in and to the Software (including, but not limited to, any patents, trade secrets, trademarks, copyrights, images, photographs, animations, video, audio, music, text, software code and applets incorporated into the Software) are owned by **VTEX** or its suppliers.

5. Limited Warranty, Disclaimer of Implied Warranties & Duties



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **VTEX**, ITS SUPPLIERS, AND DISTRIBUTORS PROVIDE THE SOFTWARE AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE ("SUPPORT SERVICES") WITHOUT ANY EXPRESS WARRANTY OR INDEMNITY. THE SOFTWARE AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". **VTEX** HEREBY DISCLAIMS ALL IMPLIED INDEMNITIES AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ACCURATE, VIRUS-FREE, OR WILL CORRESPOND TO ANY DOCUMENTATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY **VTEX**, ITS RESELLERS, DISTRIBUTORS, AGENTS OR EMPLOYEES CREATES A WARRANTY AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

6. Exclusion of Incidental, Consequential and Certain Other Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **VTEX** OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, OR LOSS OF PRIVACY), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL THEORY, AND EVEN IF **VTEX** OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY LIABILITY, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS THAT VARY BETWEEN JURISDICTIONS. NOTHING IN THIS CLAUSE IS INTENDED TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY.

7. Use of Your Data

The Software has the capability to capture certain Licensee's personally identifiable information and transfer such information to VTEX. VTEX may use such information in connection with VTEX Software and Support Services. In addition, VTEX may aggregate and anonymize such personal information, in accordance with applicable law, and use such resulting de-identified data set for VTEX's business purposes. By contracting, downloading, installing, copying, or otherwise using the Software, you agree to such transmission and use. Licensee agrees VTEX may share Licensee's personal data to thirty-party services providers, such as Pardot and Unbound, in order to keep Licensee informed about updates on Software and to provide Support Services. The Licensee can access VTEX Privacy Policy through the link https://vtex.com/br-pt/vtex-privacy-policy/.

8. Limitation of Liability and Remedies

Notwithstanding any damages that Licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of **VTEX** and any of its suppliers under this EULA and the exclusive remedy for all of the foregoing is limited to the greater of the amount actually paid for the Software or U.S. \$100.00. The



foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if such remedy fails its essential purpose. Licensee hereby waives and forever releases **VTEX** from any and all claims in excess of that amount.

9. General Provisions

This EULA contains the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or understandings (oral or written). This EULA is governed by and shall be interpreted in accordance with the laws of the master services agreement or master partner agreement signed between Parties, without giving effect to any applicable choice of law principles. Any and all disputes, claims or legal proceedings arising hereunder shall be subject to the exclusive jurisdiction of the presented in the master partner agreement or master services agreement available on: <u>https://vtex.com/br-pt/agreements/</u>. . This EULA is not governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. This EULA may not be modified except by a written addendum issued by a duly authorized representative of **VTEX**. No provision of this EULA can be waived unless such waiver is in writing and signed by a duly authorized representative of **VTEX**. If any part of this EULA is found to be unenforceable or void, the remainder that part shall be limited or eliminated to the minimum extent necessary so that the remainder of this EULA shall otherwise stay valid and enforceable.

10. Historic

Version	Updated Content
1.0	Elaboration and Approval of the End User License Agreement

Made by:

Version	Name	Date
1.0	Legal Team	20/05/2021

Review by:

Version	Name	Role	Date
1.0	Thiago Athayde	Head of Risk and Compliance	20/05/2021
1.0	Luiza Amorim	DPO	20/05/2021

Approved by:



Version	Name	Role	Date
1.0	André Spolidoro	CFO	20/05/2021