

VTEX Commerce – Service Level Agreement

This Service Level Agreement (“SLA”) is a policy governing the use of VTEX e-commerce platform (VTEX Commerce) under the terms of the Agreement between VTEX and the Contracting Party. We reserve the right to change the terms of this SLA in accordance with the VTEX Agreement.

Service Commitment

VTEX will use commercially reasonable efforts to make VTEX Commerce available with a monthly uptime percentage according to the SLA of Saas described in the Agreement. In the event VTEX does not meet the Service Level, you will be eligible to receive a Service Credit as described below.

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which VTEX Commerce was in the state of “service unavailable”. Being considered from ten (10) minutes of “unavailability”. For example, if the continuous downtime totals 225 (two hundred twenty five) minutes, it will be considered for the “Monthly Uptime Percentage” calculation 215 (two hundred and fifteen) minutes.
- “Unavailable” and “Unavailability” mean that the platform VTEX Commerce is not accessible to all users. The way to verify the unavailability is to access the VTEX default store, which is on the same infrastructure, and confirm if it is available. Several actions that are customer's responsibility, may result in the unavailability of its store (e.g. HTML / CSS and JavaScript errors through changes in the "Portal" module on the platform admin, images upload/integration errors and/or content of products, errors in DNS point, etc.). Additional assumptions described in the Agreement will also not be accounted in the calculation of the "Monthly Uptime Percentage".
- A “Service Credit” is a monetary credit to be used by the client with VTEX, calculated as set forth below, in case of a non-compliance of the Service Level Agreement.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by the client for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Greater than 0,01% but equal or less than 1,00%	10%
Greater than 1,00%	20%

We will apply any Service Credits only against future payments as set forth in the Agreement. Service Credits may not be transferred or applied to any other account or Agreement. Your sole and exclusive remedy for any unavailability of the VTEX Commerce platform is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA and the Agreement between the Parties.

VTEX understands that its reputation is exclusively tied to the service level of its platform VTEX Commerce. Therefore, every effort will be used to keep the platform updated with the latest technologies available in the market.

How to request the Service Credit?

To receive a Service Credit, the client must submit a claim by opening a case in the VTEX Support Center. To be eligible, the credit request must be received by VTEX by the end of the following billing cycle after which the incident occurred and must include:

- 1) the words “Breach of SLA – Credit Request” in the subject line;
- 2) the dates and times of each Unavailability incident of the claiming;
- 3) your request logs that document the errors and corroborate your claimed outage;

If the Monthly Uptime Percentage of such request is less than the Service Commitment, then we will issue the Service Credit within one billing cycle following the month in which your request is confirmed by us.

The SLA commitment does not apply in the following circumstances

- 1) Connection failure from telecommunications company that provides this service.
- 2) Failures in conducting online sales and / or infrastructure overload in hosting due to changes in the configurations of the platform that are client's responsibility or third party hired by him.
- 3) Possible interruptions required to perform technical adjustments or maintenance of the Software VTEX, which will be informed by VTEX with not less than 48 (forty eight) hours, and shall be held preferably at night hours, with low platform traffic. In the need to perform a maintenance of the Software VTEX involving a temporary shutdown of the platform, VTEX undertakes to notify the client with at least 72 (seventy two) hours in advance. VTEX shall have no obligation to inform the client about the interruptions in the case of an emergency, understood as those that affects the proper functioning of the platform and in the case of safety reasons against vulnerabilities. It is understood that in the case of an emergency, these interruptions will persist for the time necessary to solve the failures and / or vulnerabilities presented and should be informed by VTEX to the customer containing the explanations and estimated time necessary to solve the vulnerability.
- 4) To perform interventions related to any emergency arising from the need to preserve the security of the platform, to avoid or cease acting of hackers or intended to implement emergency and security adjustments to the platform.
- 5) Suspension of service determined by court order or termination of your right to use the platform in accordance with the Agreement.
- 6) If the daily number of visitors accessing the platform exceeds the double daily average of visitors over the last sixty (60) days (maximum daily limit), due to, but not limited to, advertising campaign, launch of new products, among others. Provided that the client did not previously notified VTEX with 72 (seventy two) hours in advance in writing through the support system regarding any situation that might result to an unusual number of visitors above the maximum daily limit.
- 7) In the case of overload of imported data in the administrative system via WebService (API) caused by the customer or third party contracted by the customer, VTEX may temporarily suspend the service.

VTEX Commerce Service Level Agreement per TIER

Service Level	Service Level Agreement
Tier1	Equal or superior to 99,5% calculated monthly
Tier2	Equal or superior to 99,0% calculated quarterly
Tier3	Equal or superior to 98,5% calculated per semester
/admin – All tiers	Equal or superior to 95,00% (ninety-five percent)

Identifying the possible causes of a downtime

Please find below a step by step to help identify the possible causes of a downtime:

- 1) Verify if you have access to internet accessing other sites (example: globo.com, amazon.com, google.com, etc.);
- 2) Due to VTEX business model and technology SCB (Single Code Base) the non-availability of the service should affect all VTEX stores. Therefore, try to access some other VTEX websites to verify if it is an isolated or general occurrence;
- 3) Visit the store through an alternate URL (example: yourstore.vtexcommercestable.com.br) to confirm if the website is working and to verify if error is related to the DNS or cache system. In the case of cache problems verify with your team/agency if any recent change was made that might be causing the problem;
- 4) Visit your website with the browser CSS disabled to verify if the problem is being generated by the CSS. In the case the problem is being generated by the CSS look for your team/agency to fix it;
- 5) Access <http://status.vtex.com.br/> and check if there is any complication or instability reported. If this is the case, VTEX has already identified the problem and is in process to correct it;
- 6) If none of the above identifies the problem, notify VTEX through the support system.