

## 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 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 – minus an initial 10 (ten) minutes of potential “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 Contracting Party'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 included in the calculation of the "Monthly Uptime Percentage".
- A “Service Credit” is a monetary credit to be used by the Contracting Party 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 Contracting Party 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%

VTEX will only apply any Service Credits against future payments as set forth in the Agreement. Service Credits may not be transferred or applied to any other account or Agreement. Contracting Party's 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 highly dependent upon the service level of its platform VTEX Commerce. Therefore, every effort will be made to keep the platform updated with the latest technologies available in the market and maintain platform availability.

### Requesting a Service Credit:

To receive a Service Credit, Contracting Party must submit a claim by opening a case in the VTEX Help Center (<https://help.vtex.com>). 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) Contracting Party's request logs that document the errors and corroborate Contracting Party's 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) Issues caused by changes in the configurations of the platform that are the Contracting Party's responsibility or by a Contracting Party representative (e.g., employee or third party hired by Contracting Party).
- 3) Possible interruptions required to perform technical adjustments or maintenance of the platform by VTEX. In such cases, VTEX will endeavor to provide Contracting Party with not less than 48 (forty eight) hours' notice and all efforts will be made to perform such actions during overnight hours, with low platform traffic. In the need to perform maintenance of the VTEX Commerce platform which involves a temporary shutdown of the platform, VTEX will endeavor to provide Contracting Party with at least 72 (seventy two) hours advance notice. VTEX shall have no obligation to inform the Contracting Party about potential interruptions in the case of an emergency by which the proper functioning of the platform is in jeopardy and/or if action is required to protect the security of the platform from critical 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. In such cases, VTEX will inform Contracting Party as soon as possible as to the nature of the issue(s) estimated time necessary to resolve them.
- 4) Interventions by VTEX related to any emergency arising from the need to preserve the security of the platform, to avoid or block hackers or intended to implement emergency and security adjustments to the platform.
- 5) Suspension of service determined by court order or termination of Contracting Party's right to use the platform in accordance with the Agreement.
- 6) The "Maximum Daily Limit" is defined as three (3) times the daily number of visitors accessing Contracting Party's website over the last sixty (60) days. The SLA will not apply if visits to the site exceed the Maximum Daily Limit is due, but not limited to Contracting Party's actions, such as a new advertising campaign, launch of new products, etc.; provided that Contracting Party did not forewarn VTEX in writing through the support system at least 72 (seventy two) hours in advance regarding any situation that might result in an unusual number of visitors above the maximum daily limit.
- 7) VTEX may temporarily suspend Contracting Party's service in the case of overload of imported data into the administrative system via Webservice (API) caused by Contracting Party or Contracting Party representative.

**VTEX Commerce Service Level Agreement per TIER**

Service Level	Service Level Agreement
Webstore	Equal or superior to 99.5% calculated monthly
Admin Panel	Equal or superior to 95.00% (ninety-five percent)

**Identifying the possible causes of service unavailability:**

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

- 1) Verify if you are able to access other non-VTEX sites over the Internet (examples: amazon.com, google.com, etc.);
- 2) As the VTEX Commerce platform uses a multi-tenant architecture and single code base (SCB), the non-availability of the service should affect all VTEX stores. Therefore, try to access some other VTEX websites to verify if the situation is an isolated or general occurrence;
- 3) Visit the store through an alternate URL (example: yourstore.myvtex.com) to confirm if the website is working and to verify if error is related to the DNS or other 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 CSS disabled in your browser 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 <https://status.vtex.com/> and check if any issues or instabilities have been 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.