

VTEX Platform – Service Level Agreement

This Service Level Agreement (“SLA”) is a policy governing the use of the software developed by VTEX for e-commerce solutions (“VTEX Platform”) under the terms of the Master Services Agreement executed between VTEX and Customer (“MSA”). VTEX reserves the right to change the terms of this SLA.

1. Service Commitment

1.1. Provided that the **Customer’s** obligations are observed and fulfilled under the **MSA**, **VTEX** will make commercially reasonable efforts to maintain the **VTEX** Platform operational and live according to a minimum percentage of monthly availability time of 99.7% for Platform SLA and 99.5% for Admin SLA, collectively referred to as “**SLA**”. The calculated period **SLA** of the **VTEX Platform** (“**Calculated SLA**”) is calculated considering the total minutes of the month, subtracting the sum of eventual Unavailabilities that occurred in the same period.

1.1.1. “**Unavailable**”, “**Unavailability**” and “**Unavailabilities**” means that the sales flow is interrupted to all shoppers of all stores of the Customer (“Platform SLA”) or if the Sponsor User for such Customer cannot access VTEX Platform’s administrative environment (“Admin SLO”).

1.2. In the event of non-compliance with the **SLA**, a credit will be granted to the **Customer** (“**Service Credits**”), calculated by applying a percentage on the monthly fee paid by the **Customer** in the month of occurrence of non-compliance with the **SLA** contracted according to the table below:

Calculated SLA	Service Credits Percentage
Between 0.01% contracted plan and 1.00% below the SLA for the contracted plan	10%
Greater than 1.00% below the SLA for the contracted plan	20%

1.2.1. **Service Credits** will only be granted if, at the time of the opening of the case, the Customer has paid all outstanding invoices. **Service Credits** will only be granted for future payments due by the **Customer** under the **Agreement**. **Service Credits** cannot be transferred or credited to any other agreement. The sole remedy for the **Customer** in relation to any **Unavailability** of the **VTEX Platform** will be the receipt of the **Service Credits**. The **Customer** and **VTEX** acknowledge that the Service Credits are a reasonable pre-estimate of the losses that the **Customer** may suffer as a result of, or in connection with, any Unavailability of the **VTEX Platform**.

1.2.3. To receive **Service Credits**, the **Customer** must open a ticket through the **VTEX** service system. The request can be submitted until the last day of the month following the month of unavailability. If the **Calculated SLA** in such a request is lower than the contracted **SLA**, **VTEX** will grant the **Service Credits** in the invoice for the month following the one in which the occurrence was determined.

1.3. The following events are excluded from the **SLA** calculation:

1.3.1. failures in making online sales and / or overloading the hosting infrastructure due to changes in the settings of the **VTEX Platform** under the responsibility of the **Customer** or of a third party contracted by it, including VTEX IO applications developed by third parties or customizations to its store that are not originally available on the VTEX Platform;

1.3.2. In the event of any interruptions necessary for making technical adjustments or maintaining the **VTEX Platform**, **VTEX** shall use reasonable efforts to provide advance notice in writing of not less than 48 (forty-eight) hours. In general, scheduled maintenance does not impact the sales flow of VTEX customers, but it may cause a higher latency than normally practiced. VTEX always seeks to make these scheduled maintenance in periods of lower access.

1.3.3. In case of any emergency interventions, arising from the need to preserve the security of the VTEX Platform, intended to prevent or impede the action of hackers or to implement emergency solutions and security for the VTEX Platform, VTEX will have no obligation to inform the Customer in advance about such interruptions. These are situations that put at risk the regular operation of the VTEX Platform and such interruptions aim to ensure the security of all users in the face of detected vulnerabilities, including, but not limited to: (i) Zero Day Vulnerabilities, (ii) DDoS attacks, (iii) exploitation of vulnerabilities with access to information systems and (iv) Ransomware attacks.

1.3.4. suspension of the provision of the **Services** (i) by determination of a competent authority; (ii) due to non-compliance by the **Customer** of any clause of the **Agreement**; or (iii) receipt of a notification alleging that the Customer infringes third party intellectual property rights.

1.3.4.1. VTEX will notify the Customer in case of receipt of a notification and the Customer will be given 2 days to comply with the established requirements.

1.3.5. if the maximum daily limit of visitors accessing the **VTEX Platform** is exceeded, which shall correspond to twice the daily average of visitors of the last 60 (sixty) days, provided that the **Customer** has not communicated to **VTEX**, at least 72 (seventy-two) hours in advance, of any circumstance that may subject the **VTEX Platform** to an unusual demand load. Although the VTEX Platform is auto scalable, if the number of accesses suddenly increases without VTEX having been notified of this trend and having prepared for this increase in accesses, there may be a risk of instability in the VTEX Platform; and

1.3.6. cases of overload, **Unavailability** or slowness caused by the **Customer** or third party contracted by it via *WebService (API)*, data import through the administrative environment, consultations external to its own services or third parties to the **VTEX** system. In this case, if necessary, **VTEX** may temporarily suspend the **Services**. An information flow 10 (ten) times greater than the average verified in the fifteen days prior to the occurrence will be considered overload.

1.3.7. instabilities of softwares and services outside of VTEX's control, such as, without limitation, disruptions on core telecom network or on public cloud provider's core services.