# Cartful Master Services Agreement

Effective date: December 1, 2026

## Summary

This summary is here to help you read the agreement. The sections that follow are the agreement.

- Cartful provides the platform described in your Statement of Work, and you pay the fees set out there.
- You own your data, your library and your content. Cartful owns the platform.
- You control what your shoppers see. Parts of the platform use AI, and you are responsible for what is published on your behalf.
- Cartful protects your data under its Data Processing Agreement and does not use it to train AI models.
- Each side's liability is capped at twelve months of fees, or twice that for data security claims, with a few exceptions.

## Parties and definitions

This Master Services Agreement (the "Agreement") is between Cartful Solutions, Inc. ("Cartful") and the customer that signs a Statement of Work referencing it (the "Client"). By signing a Statement of Work, the Client agrees to this Agreement. Each Statement of Work cites this Agreement by its effective date.

In this Agreement:

- **"SOW"** means a statement of work or order form, signed by both parties, that references this Agreement.
- **"Platform"** means Cartful's software platform and the products listed in the SOW, together with Cartful's code, integrations, Documentation and updates.
- **"Services"** means the Platform and any other services Cartful provides under a SOW.
- **"Documentation"** means Cartful's published user guides and support documentation for the Platform.
- **"Client Data"** means the data and materials the Client provides to Cartful, and the data the Platform collects from the Client's shoppers on the Client's behalf.
- **"Library"** means the Client's decisions, held in the Platform, about which products suit which shopper needs.
- **"Output"** means content the Platform generates for the Client using AI.
- **"DPA"** means Cartful's Data Processing Agreement at https://cartful.com/legal/dpa.
- **"Fees"** means the fees set out in a SOW.

## 1. Services

**a. Purpose.** Cartful will provide the Client with access to the Platform and the other Services described in each SOW.

**b. Scope of Services.** Each SOW sets out the Services, the plan and its limits, the term, the Fees and any terms specific to that SOW.

**c. Changes to the Platform.** Cartful may change the Platform as it considers necessary or useful to maintain or improve its products and services, to stay competitive, to improve cost efficiency or performance, or to comply with the law.

**d. Use of the Platform.** The Client may use the Platform for its own business during the term of its SOW. The Client will not:

- resell, sublicense or share access to the Platform, except as this Agreement allows;
- copy, modify or reverse engineer the Platform, or use it to build a competing product;
- interfere with the operation or security of the Platform, or test its security without Cartful's written permission;
- use the Platform in breach of the law, or to publish unlawful content; or
- work around the limits of its plan.

**e. Affiliates.** Where a SOW covers a store operated by an affiliate of the Client, that affiliate may use the Platform under this Agreement. The Client is responsible for its affiliates' compliance with this Agreement.

**f. The Client's site.** The Client is responsible for its website, its ecommerce platform and its product data, and for installing Cartful's code as the Documentation describes. Cartful is not responsible for problems caused by changes to the Client's site or by installation that does not follow the Documentation.

**g. Third-party products.** The Platform can connect to third-party products and services that the Client chooses to use. The Client's use of a third-party product is governed by that third party's terms. Connecting a third-party product is the Client's instruction to Cartful to exchange data with it. Cartful is not responsible for third-party products, including their availability or how they handle data.

**h. Beta features.** Cartful may offer features it identifies as beta or preview. The Client may choose whether to use them. Beta features are provided as is, are not covered by Section 9(f) or Section 10, and may be changed or withdrawn at any time.

**i. Client delays.** Where Cartful needs information, access or approvals from the Client to perform, and the Client delays in providing them, Cartful's time to perform is extended and Cartful is not responsible for the resulting delay.

**j. Guidance is not legal advice.** Help that Cartful gives with setup, design or configuration is not legal advice. The Client makes the final decisions about the design, content, accessibility and legal compliance of the experiences it publishes.

**k. Subcontractors.** Cartful may use subcontractors to provide the Services and remains responsible for their work.

## 2. Platform Access and Authorized Users

**a. Administrative users.** During setup, the Client will identify an administrative user for its Cartful account.

**b. Authorized users.** The Client may create users up to the number in its SOW. Users may be the Client's employees and contractors, and vendors the Client designates. Each user account is for one individual and may not be shared, but it may be reassigned. The Client will make sure its users follow this Agreement and will tell Cartful promptly if it learns of a breach by a user.

**c. Account responsibility.** The Client is responsible for all use of its account, whether or not it authorized the use, except to the extent Cartful's breach of this Agreement caused it. The Client is also responsible for keeping its account, passwords and files secure.

## 3. Confidentiality

**a. Definition.** "Confidential Information" means non-public, proprietary or sensitive information that one party (the "Disclosing Party") discloses to the other (the "Receiving Party") in connection with this Agreement, in any form. It includes business plans, customer data, technical data, trade secrets and financial information.

**b. Obligations.** The Receiving Party will protect the Disclosing Party's Confidential Information with at least the care it uses for its own, and no less than reasonable care. It will use that information only to perform its obligations or exercise its rights under this Agreement. It will not disclose it to anyone except its employees, agents and contractors who need to know it for this Agreement and are bound by confidentiality obligations at least as protective as these.

**c. Exclusions.** Confidential Information does not include information that is or becomes public without breach of this Agreement, that the Receiving Party already knew, that a third party discloses to the Receiving Party without restriction, or that the Receiving Party develops independently without using the Disclosing Party's Confidential Information.

**d. Compelled disclosure.** The Receiving Party may disclose Confidential Information where the law or legal process requires it. Where it is permitted to, it will give the Disclosing Party prompt written notice first so the Disclosing Party can seek a protective order.

**e. Return or destruction.** When this Agreement ends, or when the Disclosing Party asks, the Receiving Party will return or destroy the Confidential Information it holds, except where it must keep it to comply with the law. Client Data is handled under Section 7(c).

## 4. Proprietary Rights

**a. Cartful ownership.** Cartful owns the Platform, the Documentation and Cartful's Confidential Information, including all improvements, integrations, templates and tools, and all intellectual property rights in them. Nothing in this Agreement transfers ownership of the Platform to the Client.

**b. Client ownership.** The Client owns the Client Data, its Library, the Output generated for it, and the content published to its shoppers through the Platform on its behalf. Cartful assigns to the Client any rights it has in that Output. Output may not be unique, and the Client's ownership does not cover output generated for other clients. The Client's ownership does not include the Platform, or the templates, code and designs Cartful uses to produce or present that content. The Client grants Cartful a non-exclusive right to use the Client Data, and the Client's name, logos, brand materials and website content, to provide the Services.

Cartful may collect, use and keep aggregated or de-identified data derived from the Client's use of the Platform to improve the Platform, run analytics and develop new products and services. That data will not identify the Client or its users, will be irreversibly anonymized, and is owned by Cartful.

**c. Return and deletion of Client Data.** Section 7(c) sets out what happens to Client Data when this Agreement ends.

**d. Deliverables.** Where a SOW identifies a deliverable that Cartful will create specifically for the Client, the Client owns that deliverable once it has paid for it. A deliverable does not include any part of the Platform it is built on. Those parts stay Cartful's, and the Client may use them during the term of its SOW. Apart from what the Client owns under Section 4(b) and those deliverables, everything Cartful creates in providing the Services is part of the Platform and is owned by Cartful.

**e. Residuals.** Each party may use general concepts, techniques and know-how developed during the relationship, as long as it does not disclose or misuse the other party's Confidential Information.

**f. Feedback.** Cartful may use any suggestions or feedback the Client gives about the Platform, without restriction or obligation.

## 5. Payment Terms

**a. General terms.** The Client will pay the Fees as the SOW sets out. Cartful will invoice the Fees, and invoices are payable within thirty (30) days of the invoice date unless the SOW says otherwise.

**b. Taxes.** Fees do not include taxes. The Client will pay any sales, use, value-added or similar taxes that apply to the Services, other than taxes on Cartful's income.

**c. Disputed charges.** If the Client disputes part of an invoice in good faith, it will notify Cartful within fifteen (15) days of the invoice date and pay the undisputed part. The parties will work in good faith to resolve the dispute within sixty (60) days. Cartful will not suspend the Services solely because of an amount disputed in good faith while that process is under way.

**d. Late payments.** Undisputed amounts more than thirty (30) days overdue may be charged a late fee of 1.5% per month, or the maximum the law allows if that is lower. Section 7(d) covers suspension for non-payment.

**e. Fee changes.** Cartful may change the Fees under a SOW from the start of a renewal term by giving the Client at least sixty (60) days' notice.

## 6. Data Security

**a. Data Processing Agreement.** The DPA is part of this Agreement and applies to Cartful's processing of personal data in the Client Data. Where the parties have signed a separate data processing agreement, that agreement applies in place of the DPA.

**b. Security.** Cartful will use commercially reasonable administrative, technical and physical safeguards to protect Client Data, as the DPA describes, and will comply with the data protection and privacy laws that apply to it in providing the Services.

**c. Security Events.** If Cartful becomes aware of unauthorized access to, or use or disclosure of, Client Data in systems operated by Cartful or its sub-processors (a "Security Event"), Cartful will notify the Client without undue

delay, take commercially reasonable steps to contain and mitigate it, and give the Client the assistance it reasonably needs to meet its legal obligations relating to it.

**d. Shared responsibility.** The Client is responsible for the security of its own systems and its credentials for the Platform. Cartful is not responsible for unauthorized access to Client Data to the extent it results from the Client's failure to secure them.

**e. Sub-processors.** Cartful may use the sub-processors on its published list at https://cartful.com/legal/subprocessors to provide the Services, as the DPA describes. Cartful does not sell Client Data, and shares it with other third parties only as the Client directs through its integration settings or as the law requires.

**f. Shopper notices and consents.** The Client is responsible for giving its shoppers the privacy notices, and obtaining from them the consents, that the law requires for the Platform features it uses and the questions it asks.

**g. Restricted data.** The Client will not use the Platform to collect payment card data, government identification numbers, protected health information regulated by the Health Insurance Portability and Accountability Act, or personal data of children under 13. Cartful has no liability for data collected in breach of this section.

**h. Retention.** Cartful keeps and deletes the personal data in the Client Data during the term as the DPA describes.

## 7. Term and Termination

This Agreement starts when the Client signs its first SOW and continues until every SOW under it has ended.

**a. Termination by Cartful.** Cartful may terminate this Agreement or any SOW by written notice if the Client fails to pay an undisputed amount under any SOW within thirty (30) days of written notice of non-payment. Cartful may terminate a SOW by written notice if the Client otherwise materially breaches this Agreement in relation to that SOW and does not cure the breach within thirty (30) days of written notice.

**b. Termination by Client.** The Client may terminate a SOW by written notice if Cartful materially breaches this Agreement in relation to that SOW and does not cure the breach within thirty (30) days of written notice, or if availability under that SOW falls below the commitment in Section 10(a) in two consecutive calendar months. Notice on that second ground must be given within thirty (30) days after the second month.

**c. Effect of termination.** When a SOW ends, the following apply to the Services under that SOW, and to the Client Data and Library used only for that SOW. Client Data and Library still needed for another SOW stay in place. When this Agreement ends, the following apply to all Services, Client Data and Library.

- **Access.** The Client's access to those Services ends.
- **Client Data.** For thirty (30) days after the end date, Cartful will make the Client Data and the Library it then holds available for the Client to export in a standard format. After that, Cartful will delete them and has no obligation to keep them, except where the law requires. Copies in backups are deleted on the normal backup cycle. Cartful will confirm deletion in writing if the Client asks.
- **Outstanding Fees.** The Client will pay all undisputed amounts owed for the period up to the end date within thirty (30) days of the date of the final invoice. If Cartful ends a SOW because of the Client's breach, the Fees for the rest of that SOW's current term are also owed.
- **Refunds.** If the Client terminates a SOW under Section 7(b), Cartful will refund any Fees the Client prepaid for the period after the end date, and for any prepaid hours left unused as a result. This refund applies even where a SOW says prepaid amounts are not refundable. Fees are otherwise non-refundable, except as Sections 8(e) and 9(f) provide.

**d. Suspension of Services.** Cartful may suspend the Client's access to the Platform if an undisputed amount remains unpaid ten (10) days after written notice of non-payment, if the Client's use breaches Section 1(d), or if suspension is needed to protect the security or integrity of the Platform, to prevent harm to shoppers or third parties, or to comply with the law. Cartful will limit a suspension to what is necessary, tell the Client as soon as it reasonably can, and restore access once the cause is resolved.

**e. Bankruptcy or insolvency.** To the extent the law allows, either party may terminate this Agreement immediately by written notice if the other becomes insolvent, files for bankruptcy or stops operating its business.

**f. Survival.** Sections 3, 4, 5, 7(c), 8, 9, 11 and 12, and any other terms that by their nature should continue, survive the end of this Agreement. Section 6 continues to apply for as long as Cartful holds Client Data.

## 8. Indemnification

**a. Indemnification by Cartful.** Cartful will defend the Client, its affiliates, officers, directors, employees and agents, at Cartful's expense, against the third-party claims below, and will pay the amounts finally awarded by a court, or agreed in a settlement Cartful approves, as a result of those claims:

- **Intellectual property infringement.** A claim that the Platform, as provided by Cartful and used in line with this Agreement, infringes or misappropriates a third party's intellectual property rights.
- **Security Events.** A claim to the extent it arises from a Security Event directly caused by Cartful's material failure to comply with Section 6.

**b. Indemnification by Client.** The Client will defend Cartful, its affiliates, officers, directors, employees and agents, at the Client's expense, against the third-party claims below, and will pay the amounts finally awarded by a court, or agreed in a settlement the Client approves, as a result of those claims:

- **Client Data and content.** A claim arising from the Client Data, the Client's brand materials, its Library decisions or its instructions, or from product claims and other content that reflect them.
- **Notices, consents and restricted data.** A claim arising from the Client's failure to meet Section 6(f) or 6(g).
- **Unauthorized use.** A claim arising from the Client's use of the Platform or the Services in breach of this Agreement or the law.

The Client's obligations under this Section 8(b) do not apply to the extent a claim was caused by Cartful's breach of this Agreement, or by Output that does not reflect the Client Data, the Client's Library decisions or its instructions.

**c. Procedure.** The party seeking indemnification will give the other prompt written notice of the claim, give reasonable assistance at the indemnifying party's expense, and let the indemnifying party control the defense and settlement. A settlement that requires the indemnified party to admit liability, pay money or take on a material obligation needs its prior written consent, which it will not unreasonably withhold. Late notice or assistance relieves the indemnifying party only to the extent it is materially prejudiced.

**d. Limitations.** Cartful's obligation for intellectual property claims under Section 8(a) does not apply to the extent a claim arises from:

- Client Data, the Client's brand materials, or content the Client provides or directs;
- Output, to the extent it is based on Client Data or the Client's instructions;
- use of the Platform with products or services Cartful did not provide;
- changes to the Platform that Cartful did not make;
- beta features; or
- the Client's breach of this Agreement or the law.

Cartful's obligation for Security Events under Section 8(a) does not apply to the extent the Security Event was caused by the Client's breach of this Agreement.

**e. Intellectual property remedies.** If an intellectual property claim under Section 8(a) is made or is reasonably likely, Cartful may at its expense obtain the right for the Client to keep using the Platform, or modify or replace the Platform so it does not infringe while keeping substantially equivalent functionality. If neither is commercially feasible, Cartful may terminate the affected SOW and refund any Fees prepaid for the period after termination.

**f. Relationship to the liability caps.** Section 9 sets out which obligations under this Section 8 fall inside and outside the caps. This Section 8 states Cartful's entire liability, and the Client's only remedy, for third-party intellectual property claims.

## 9. Limitation of Liability and Warranty

**a. Aggregate liability cap.** Except as Section 9(c) provides, each party's total liability for all claims arising out of or relating to this Agreement, taken together and whatever the form of action, will not exceed the Fees paid or payable by the Client in the twelve (12) months before the first event giving rise to liability, under the SOW or SOWs the claims relate to. If a SOW has been in effect for less than twelve months, its Fees are counted as its average monthly Fees multiplied by twelve.

For claims arising from a Security Event, or from Cartful's breach of Section 6 or the DPA, including Cartful's obligation for Security Events under Section 8(a), the cap is two times that amount. Cartful's total liability for all claims

together, including those, will not exceed that doubled amount. Service credits and refunds Cartful has paid count toward these caps.

**b. Exclusion of certain damages.** Except as Section 9(c) provides, neither party is liable to the other for indirect, incidental, special, punitive or consequential damages, or for loss of revenue, profits, goodwill or data, arising out of or relating to this Agreement, even if those damages were foreseeable or the party was told they were possible.

**c. Exceptions.** Sections 9(a) and 9(b) do not apply to:

- Cartful's obligation for intellectual property claims under Section 8(a);
- the Client's obligations under Section 8(b);
- a party's fraud, gross negligence or willful misconduct; or
- the Client's obligation to pay Fees.

All other claims, including claims relating to Section 6, the DPA or a Security Event, are subject to Sections 9(a) and 9(b). Nothing in this Agreement limits liability that the law does not allow to be limited.

**d. Service credits.** The service credits in Section 10, and the termination right in Section 7(b), are the Client's only remedies for a failure to meet the availability commitment in Section 10.

**e. Cumulative remedies.** Except where this Agreement says otherwise, the parties' rights and remedies are cumulative. Waiving one breach does not waive a later one.

**f. Limited warranty.** Cartful warrants that the Platform will perform materially as the Documentation describes and that it will perform the Services in a professional manner. If the Platform or the Services do not meet this warranty, Cartful will correct the problem. If Cartful cannot correct it within a reasonable time, the Client may terminate the affected SOW and Cartful will refund any Fees prepaid for the period after termination. This is the Client's only remedy for a breach of this warranty.

**g. Disclaimer. Except for Section 9(f) and Section 10, the Platform and the Services are provided as is and as available. Cartful disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement. Cartful does not warrant that the Platform will be error-free or uninterrupted, that Output will be accurate, or that the Client will achieve any particular business result.**

## 10. Service Level Agreement

**a. Uptime commitment.** Cartful will keep the Platform available at least 99.5% of each calendar month, excluding scheduled maintenance, force majeure events and outages caused by factors outside Cartful's reasonable control. The Platform is available when the experiences on the Client's store are being served to shoppers, as measured by Cartful's monitoring.

**b. Scheduled maintenance.** Cartful will carry out scheduled maintenance outside business hours (Eastern Time), announce it at least 48 hours in advance, and use commercially reasonable efforts to keep downtime to a minimum.

**c. Support response times.** During business hours (Monday to Friday, 9:30 AM to 6 PM Eastern Time), Cartful will give an initial response to support tickets as follows:

- **Critical** (the Platform is unavailable): within 1 hour.
- **High** (major functionality impaired): within 4 hours.
- **Medium** (minor functionality impaired): within 1 business day.
- **Low** (general questions or feature requests): within 2 business days.

**d. Missed response times.** If Cartful misses a response time, the Client may ask for a review. Cartful will investigate and tell the Client the reason for the delay and the steps taken to prevent it happening again.

**e. Service credits.** If Cartful misses the uptime commitment in a calendar month, the Client is entitled to a credit of 10% of that month's platform Fees under the affected SOW where uptime was between 98% and 99.5%, or 25% where uptime was below 98%. Credits are applied to a future invoice, or paid to the Client if no further invoice is due. The Client must request a credit within thirty (30) days after the end of that month.

**f. Exclusions.** This Section 10 does not apply to problems caused by factors outside Cartful's reasonable control, including internet outages and failures of third-party products the Client connects; problems arising from the Client's

equipment, software, network or site; scheduled maintenance or emergency maintenance needed to address a security vulnerability; or beta features.

## 11. Miscellaneous

**a. Assignment.** Neither party may assign this Agreement without the other's prior written consent, which it will not unreasonably withhold. Either party may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of its assets.

**b. Notices.** Notices under this Agreement are given by email and take effect when sent. Cartful's email for notices is contact@cartfulsolutions.com. The Client's is the email address of the person who signed its SOW, or another address the Client gives Cartful in writing.

**c. Use of name.** Cartful may identify the Client as a customer, including by showing its name and logo on Cartful's website. Any other use of the Client's name or logo needs the Client's prior written approval, which it will not unreasonably withhold.

**d. Force majeure.** Neither party is liable for a delay or failure to perform caused by events beyond its reasonable control, including natural disasters, pandemics, labor disputes and government action, as long as it gives prompt written notice and uses commercially reasonable efforts to resume performance. Force majeure does not excuse the Client's obligation to pay Fees.

**e. Changes to this Agreement.** Cartful may update this Agreement by publishing a new version with a new effective date and giving the Client at least thirty (30) days' notice. An update applies to each SOW from the start of that SOW's next renewal term after the notice period. Cartful keeps earlier versions available at dated links. Updates to the DPA work the same way. For a SOW with no renewal term, an update applies at the end of the notice period. A written amendment signed by both parties stays in effect unless they agree to change it. Any other change to this Agreement must be in writing and signed by both parties.

**f. Severability.** If any part of this Agreement is found invalid or unenforceable, the rest stays in effect, and the invalid part will be replaced with a valid one that comes closest to what the parties intended.

**g. Governing law and jurisdiction.** New York law governs this Agreement, without regard to its conflict of laws rules. Any dispute under this Agreement will be brought only in the state or federal courts located in New York, and the parties consent to the jurisdiction of those courts.

**h. Legal authority.** Each party confirms that it has the legal authority to enter into and perform this Agreement.

**i. Entire agreement and order of precedence.** This Agreement, the DPA and each SOW are the entire agreement between the parties and replace all earlier agreements and understandings on the same subject. If they conflict, the DPA controls for the processing of personal data. Otherwise the SOW controls, then this Agreement. Terms in a purchase order or similar document from the Client do not apply.

## 12. AI Features

**a. How AI is used.** Parts of the Platform use AI models to generate Output for the Client.

**b. Client control.** The Client controls its Library and its publication settings, and can review, change or remove the Output stored there. The Client is responsible for its product data, its Library decisions and its instructions, and for the product claims and other content that reflect them.

**c. Accuracy.** Output is generated automatically and may contain errors. Cartful does not warrant that Output is accurate. An error in Output is not a Security Event.

**d. No training.** Cartful does not use Client Data to train AI models, and does not allow its AI providers to do so.