

Master Services Agreement

1. General

This Master Services Agreement ("**MSA**"), together with the appendices, order forms, and other documents referenced in these documents (collectively, the "**Agreement**"), governs your access and use of the services ("**Services**") offered on GelatoConnect Platform through Logistics, Procurement and Workflow software modules (each a "**Module**") by the Gelato entity as specified in the relevant order forms. We may offer the Services through a computer application or GelatoConnect mobile app.

By creating an account, via electronic acceptance, or by using the Services, you are deemed to have accepted the Agreement. If representing a company, you confirm you have authority to bind that entity.

2. Definitions

Account: A unique account created for you / your organization on the Platform.

Add-on Services: Additional services or features made available by us that you subscribe to.

Customer Data: Any data you upload to the Platform, including orders and files.

Documentation: Our user documentation describing the use, features and operation of the Services.

Fees: Payments for Services, including Onboarding, Subscription, and service-specific fees.

Order Form: Document specifying prices, modules, contact details, and other agreed terms.

Party/Parties: You and/or Gelato.

Subscription Term: Duration of your subscription as specified in the Order Form.

Taxes: Any applicable taxes including VAT, GST, sales tax and withholding taxes.

3. License

3.1 **License.** We hereby grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Services for your internal business purposes during the Subscription Term, subject to payment of fees and other terms specified in your Order Forms.

3.2 **Module-Specific Terms.** Each GelatoConnect Module shall be governed by module-specific terms of use in Appendix 1.

3.3 **Access.** Services are provided remotely as Software-as-a-Service (SaaS).

3.4 **Updates.** This Agreement covers all updates, upgrades, and new features we may release (additional fees may apply).

4. Onboarding

4.1 **Onboarding Services.** Onboarding services shall be provided by us in accordance with the terms set out in the GelatoConnect [Onboarding Schedule](#) ("Onboarding Schedule"). Onboarding fees apply and vary based on your specific systems and operational requirements, which are outlined in the Onboarding Schedule.

4.2 **Your Onboarding Responsibilities.** You are responsible for providing all necessary information, granting access to your systems, and ensuring the availability of resources and cooperation required to complete the onboarding process efficiently and on time. You acknowledge that your failure to fulfill these responsibilities may result in onboarding delays, and such delay will not extend the commencement date of your subscription or reduce your payment obligations.

5. Your Responsibilities

5.1 **Your Responsibility.** You shall: (i) comply with applicable laws of using the Services, including data protection, intellectual property rights and export control (ii) ensure you have rights to access and use the Services and process the data you submitted to the Platform (including your customers' data) (iii) protect your account credentials and be responsible for account activities.

5.2 **Prohibited Activities.** You shall not: (i) introduce malware or harmful code (ii) Disrupt the Services or networks (iii) (iv) bypass access restrictions (v) reverse engineer the Services and software (vi) transfer or resell the Services to third parties (vii) create derivative works from the Services and software (viii) copy designs or features not owned by you (ix) use automated scraping tools on the Platform (x) benchmark for competitive purposes (xi) use Services for illegal purposes.

6. Service Levels and Support

6.1 **Availability.** We shall exercise reasonable efforts to ensure availability of the Services. Depending on the selected Module(s), a specific Service Level Agreement (SLA) may apply, outlining more detailed availability targets, response times, and resolution times for issues related to the Module.

6.2 **Support.** Depending on the selected Module, we may offer support services in accordance with the module-specific terms.

6.3 **Support Access.** You consent to Gelato accessing your account data for problem diagnosis and support purposes.

7. Fees and Payment

7.1 **Fees.** You shall pay fees as specified in your Order Form, including: (i) Subscription Fees (ii) Onboarding Fees (iii) module-specific fees such as label fees and overage fees (collectively “**Fees**”).

7.2 **Add-on Fees.** Additional fees may apply for Add-on Services.

7.3 **Invoicing of Fees.** Subscription Fees will be invoiced in advance for each billing period, which may be determined at our discretion (e.g., monthly, quarterly, annually) based on your selected plan or agreement and specified in your Order Forms or a separate agreement. Onboarding Fees will be invoiced together with the first Subscription Fees.

7.4 **Payment Terms.** All Fees are non-cancellable and non-refundable. Payment is due within thirty (30) days of invoice. Late payments incur interest at 1.5% monthly or the maximum interest rate permitted by laws. You shall be responsible for all collection costs and attorney's fees reasonably incurred by us.

7.5 **Taxes.** All fees exclude taxes and other deductions, which you are responsible for.

7.6 **Fee Changes.** We may change Fees which may be effective by separate agreement, by posting on the Platform or in your next renewal period.

8. Intellectual Property Rights

8.1 **Our intellectual property rights.** All rights, title and interest including intellectual property rights in or to the Services, Platform, software modules and Documentation and any derivative works, improvements, updates and upgrades shall remain solely owned by us. You shall not acquire any ownership rights.

8.2 **Limited License.** We grant you only those rights expressly provided in this Agreement.

8.3 **Restrictions.** You may not copy, distribute, reverse engineer, modify, or create derivatives of our property.

8.4 **Your Data Rights.** You retain ownership of the data you submitted to the Platform (including your Customer Data). By uploading it, you grant Gelato the right to use it for providing and improving the Services.

8.5 **Feedback.** If you provide suggestions or feedback, such information shall be deemed non-confidential and you hereby grant us a worldwide, non-exclusive, perpetual, royalty-free license to use it for improving our Services.

8.6 **Aggregated Data.** We may use anonymized, aggregated usage data, but shall not use it to target your customers in ways harmful to your interests.

9. Customer Warranties and Indemnification

9.1 **Your Warranties.** You warrant that: (i) you have all rights necessary to use the Services and Platform (ii) you have all rights to process data and orders through the Services (iii) your submitted data (including your Customer Data), orders, files, content, materials and parcels do not violate third-party rights, applicable laws, regulations and restrictions.

9.2 **Indemnification.** You shall indemnify and hold us harmless from and against all claims and costs we may incur or be required to pay arising from your breach of the warranties stated above.

9.3 **Assignment and Resale.** You will not assign, resell, distribute or sublicense the Services to any other party without Gelato's prior written consent.

10. Customer Data

10.1 **Data Processing.** You shall upload data to the Platform, and we will process it to provide the Services.

- 10.2 **Data Ownership.** You retain ownership of your Customer Data.
- 10.3 **Data License.** You grant Gelato a non-exclusive, royalty-free license to use your data to provide the Services.
- 10.4 **Personal Data.** Both Parties will comply with data protection laws. We will handle personal data according to your instructions and the data processing agreement (“DPA”).
- 10.5 **Security.** We will implement industry-standard security measures to protect your data.
- 10.6 **Use Limitation.** We will use your data only to provide the Services or as otherwise agreed.
- 10.7 **Analytics.** We may use anonymous information (i.e., non-identifiable information, aggregated and analytics information) derived from your use of the Services and/or the Customer Data to provide and improve the Services and for any other legitimate business purpose. Gelato is the sole owner of such information.
- 10.8 **Data Deletion upon Termination.** You are responsible for exporting your data prior to the termination or expiration of this Agreement. Upon termination, and subject to the DPA, we shall have no obligation to retain any Customer data, and you acknowledge that we will not be responsible for any loss of data following the termination of this Agreement.
- 11. Taxes**
- 11.1 **Tax Exclusion.** All fees exclude taxes (VAT, GST, Sales Tax, etc.), which you must pay in addition.
- 11.2 **Your Tax Obligations.** You're responsible for all taxes levied on you related to this Agreement.
- 11.3 **Gelato's Tax Obligations.** We will pay taxes levied directly on us.
- 11.4 **Withholding Taxes.** If required by law to withhold taxes, you must provide us with proof of payment to tax authorities.
- 11.5 **Gross-Up.** If you withhold taxes, payments to Gelato must be grossed up so we receive the full invoiced amount.
- 11.6 **Imports.** You're responsible for import formalities and duties when applicable.
- 11.7 **Tax Law Changes.** Each party bears its own additional tax burden from changes in law.
- 11.8 **Survival.** Tax obligations survive termination of this Agreement.
- 12. Confidentiality**
- 12.1 **Confidentiality Obligation.** Neither party shall disclose, transfer or otherwise make available the other party's confidential information to any third party. All pricing information (including pricing of third-party service providers) made available on the Platform and information in Documentation are confidential.
- 12.2 **Exceptions.** The confidentiality obligation shall not apply to information that: (i) is in the public domain through no fault of the recipient; (ii) was already known to the recipient; (iii) is independently developed by the recipient outside the Services; (iv) is rightfully received from third parties; (v) must be disclosed by law; or (vi) is specifically excluded in Module-Specific Terms.
- 12.3 **Permitted Sharing.** Parties may share confidential information with their affiliates, employees, contractors or advisors who need to know it and are bound by similar confidentiality obligations.
- 13. Term And Termination**
- 13.1 **Term.** This Agreement starts on the effective date as specified in your Order Form and continues for the Subscription Term or any Renewal Term.
- 13.2 **Renewal and Fee Updates.** Subscription will renew automatically for successive 12-month terms with a 7% increase to all fees applicable during the renewal term. Either party may cancel the renewal by providing written notice at least 30 days before the end of the current term.
- 13.4 **Termination for Cause.** Either party may terminate this Agreement with notice: (i) upon a material breach of another party (after reasonable cure period); (ii) for illegal use of Services; (iii) to comply with laws or government requests; (iv) upon insolvency of another party.
- 13.5 **Termination by Gelato.** We may terminate with three (3) months' written notice without cause.
- 13.6 **Service Suspension for non-payment and breaches.** We may immediately suspend access to the Platform and/or Services

in the event of overdue payment of applicable fees, or if you breach any material term of this Agreement, including failure to comply with applicable laws, regulations, or security requirements, without prior notice, until the issue is resolved to our satisfaction.

13.7 After Termination. Upon termination: (i) your license ends immediately; (ii) you must stop using the Services; (iii) you remain responsible for fees incurred prior to the termination; (iv) you must return Gelato materials within 7 days.

13.8 Survival. Key sections survive termination, including IPRs, warranties, indemnification, confidentiality, and liability provisions.

14. Disclaimers

14.1 "As Is" Basis. Services are provided "as is" without warranties of any kind. We shall not guarantee continuous availability, error-free operation, or freedom from harmful components in the Services, Platform or the software Modules. No implied warranties of merchantability, fitness for purpose, or non-infringement will apply.

14.2 Data Quality. We shall not be responsible for the content or quality of your data or configurations.

14.3 Third-Party Integrations. We shall not be liable for third-party service providers, third-party platforms or exported data. No warranties are made by us on the availability or performance of integrations with third party systems and applications. Third-party integrations and service may change or be disabled at any time.

14.4 Service Changes. We may modify the Services without prior notice.

14.5 Relationship. We are not your agent or representative, nor the suppliers of goods on the Platform.

15. Limitation of Liability

15.1 THIRD-PARTY SERVICES EXCLUSION. WE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, FOR THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY INFORMATION PRESENTED BY ANY SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS ON THE PLATFORM. WE SHALL NOT BE LIABLE FOR ISSUES WITH THIRD-PARTY APPLICATIONS, SERVICES, OR APIS.

15.2 DIRECT DAMAGES ONLY. UNDER NO CIRCUMSTANCES, EXCEPT IN CASES OF FRAUD OR WILLFUL MISCONDUCT, SHALL WE BE LIABLE FOR (I) ANY DIRECT, INDIRECT, SPECIAL, UNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INTERRUPTION, LOSS OF DATA OR INFORMATION, PERSONAL INJURY, NEGLIGENCE, FAILURE TO MEET ANY DUTY OF CARE, OR FOR ANY OTHER LOSS ARISING OUT OF OR RELATED TO ANY GOODS, AND REGARDLESS OF WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER FEATURES OF THE SERVICES; (III) VIOLATION OF THIRD PARTY RIGHTS OR CLAIMS OR DEMANDS THAT YOUR MANUFACTURE, IMPORTATION, EXPORTATION, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF GOODS MAY VIOLATE OR MAY BE ASSERTED TO VIOLATE THIRD PARTY RIGHTS; (V) UNAUTHORIZED ACCESS BY THIRD PARTIES TO YOUR DATA OR PRIVATE INFORMATION (INCLUDING THOSE OF YOUR CUSTOMERS); ALL HOWEVER ARISING, INCLUDING NEGLIGENCE.

15.3 MAXIMUM LIABILITY. OUR TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT TOWARDS YOU SHALL UNDER ANY CIRCUMSTANCES, EXCEPT IN CASES OF FRAUD OR WILLFUL MISCONDUCT, BE LIMITED TO THE FEES PAID BY YOU TO GELATO IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Force Majeure

We shall not be liable for non-performance caused by circumstances beyond reasonable control, including strikes, riots, war, fire, natural disasters, epidemics, infrastructure failures, transport disruptions, or government regulations. Such non-performance shall not be considered a breach of contract.

17. Miscellaneous

17.1 Notices. Email notices are sufficient. You may contact us at legal@gelato.com or the address in your Order Form. We will contact you at the address or email in your Order Form.

17.2 Assignment. We may assign our rights/obligations. You may not assign without our written consent.

17.3 Relationship. The parties are independent contractors, not partners, agents, or representatives.

17.4 Severability. Invalid provisions will be modified to be valid or deleted, without affecting the rest of the Agreement.

17.5 Waiver. Waivers must be in writing. Waiving one breach shall not waive future breaches.

- 17.6 **Entire Agreement.** This Agreement, with appendices, contains our entire understanding and supersedes all prior agreements.
- 17.7 **Change of terms.** Gelato may amend or update this Agreement (except Order Forms or other documents separately agreed) at any time. Non-material changes take effect immediately. Material changes will take effect after notice is provided through the Services or other reasonable means. Your continued use of the Services after the effective date constitutes acceptance of the changes. If you do not agree, you must stop using the Services.
- 17.8 **Subcontractors.** You understand and approve that Gelato is using sub-contractors and partners to perform some or more of the Services contained in the Platform and that the information and content received from and/or made available by you will be forwarded and used by the sub-contractors and partners in their work performing the services in accordance with this Agreement.

18. **Governing Law and Dispute Resolution**

18.1 **If the Gelato contracting entity is Gelato ASA**

This Agreement is, without regard to any conflict of law provisions, governed by and construed solely in accordance with Norwegian law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any disputes arising in connection with the Agreement shall be finally settled by arbitration in accordance with the Norwegian act on arbitration. The arbitration shall be held in Oslo, Norway. The language of the arbitration shall be English. This arbitration clause shall not prevent Gelato from taking legal action before ordinary courts for the collection of payment under the Agreement or enforcement of Gelato's intellectual property rights or the DPA.

18.2 **If the Gelato contracting entity is Gelato USA LLC**

This Agreement is, without regard to any conflict of law provisions, governed by and construed solely in accordance with the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute not resolved by mutual agreement of the parties, themselves, will be submitted to arbitration at a time and place mutually agreed upon by the parties, through and pursuant to the American Arbitration Association, and any awards and enforcement of this binding arbitration will be entered into the applicable court. Each party shall bear its own costs and expenses of arbitration including, but not limited to, filing fees and attorneys' fees, and each party hereby agrees to pay one-half (1/2) of the administrative fees of the American Arbitration Association and of the compensation to be paid to the arbitrators in any such arbitration and one-half (1/2) of the costs of transcripts and other expenses of the arbitration proceedings, subject, however, to allocation of costs and expenses (excluding attorneys' fees) by the arbitrators consistent with the award.

This arbitration clause shall not prevent Gelato from taking legal action before ordinary courts for the collection of payment under the Agreement or enforcement of Gelato's intellectual property rights or the DPA.

APPENDICES
Appendix 1: Module-Specific Terms

GelatoConnect Procurement - Terms of Use
(Sub-set of the GelatoConnect Master Services Agreement)

1. Scope

The Procurement Module of the GelatoConnect Platform facilitates online transactions for the procurement of goods, streamlining the purchasing process, and providing analytics on procurement data, inventory management, and supplier performance.

2. Relationship Between Buyers, Gelato, and Suppliers

- 2.1. Gelato provides a platform that facilitates transactions between Buyers and Suppliers and acts as a third party to these transactions ("**Transactions**"). Transactions are solely between Buyers and Suppliers, and Buyers must agree on terms directly with Suppliers.
- 2.2. Supplier(s) will invoice you directly for any Transaction based on listed product prices.
- 2.3. Gelato does not endorse or guarantee Supplier goods. All regulatory obligations for goods rest with Suppliers.
- 2.4. If you source goods for GelatoCreate orders, you must ensure compliance with Gelato's Product Specifications and Safety Requirements.
- 2.5. Any disputes between you and a Supplier must be resolved directly with the Supplier.

3. GelatoCreate Products

- 3.1. Certain products available on the Platform may be designated as GelatoCreate Products, which meet the specific criteria set by Gelato for the fulfillment of GelatoCreate orders. These products are tagged by Gelato at its sole discretion, based on the information provided by the Suppliers and may be subject to change. As a Buyer, you acknowledge that the tagging status of products may vary over time.
- 3.2. For Transactions involving GelatoCreate Products, certain legal and/or commercial terms ("**GelatoCreate Minimum Transaction Terms**") may apply, in addition to the Supplier's own terms and conditions of sale. These terms may include dispatch and shipping times, packaging standards, payment terms, and more. If applicable, these terms will be communicated to you by the Supplier.

4. Third-Party Logistics Services

Gelato may offer Platform functionalities that allow you to commission the shipment of goods purchased through the Platform by third-party logistics providers ("**Logistics Providers**"). By using these functionalities, you acknowledge that Gelato acts solely as a facilitator, and does not provide or control the logistics services. These services are provided and invoiced by the relevant Logistics Providers and are subject to their terms and conditions. You are responsible for creating an account with the Logistics Provider and accepting their terms before purchasing any logistics services. Gelato is a third party to any agreement between you and the Logistics Provider and is not liable for the quality, performance, price, or any other aspect of the logistics services. Any disputes or issues regarding logistics services must be resolved directly with the Logistics Provider. Gelato reserves the right to modify or discontinue these functionalities at any time.

5. Data Collection and Use

- 5.1. In order to facilitate the processing of any orders for goods or services placed by you on the Platform, you hereby authorize Gelato to share certain information with the Suppliers and Logistics Providers from whom you purchase products or services on the Platform. This includes but is not limited to your company name, registered address, billing information, contact person information, your Value Added Tax (VAT) number, quantity and type of goods, pick-up time and location, and requested place of delivery. You also acknowledge that additional information and data may be requested directly by Suppliers and Logistics Providers. The information shall be shared by Gelato with the Supplier or Logistics Provider for the purpose of enabling them to create your customer account, process and fulfill your order requests and perform associated verifications prior to any transactions (such as a credit check). Gelato will take reasonable measures to ensure the confidentiality and secure transmission of your information to the Supplier but disclaims any responsibility in the event of any error or omission. The onward use of such data is governed by the terms existing between you and the relevant Supplier and Logistics Provider.
- 5.2. Gelato may collect details of your own suppliers ("**Customer's Supplier Data**") from you. By providing the Customer's Supplier Data, you represent and warrant that your disclosure is free of any confidentiality obligation or legal restriction and you hereby grant Gelato the right to use the Customer's Supplier Data in connection with any potential business opportunities between the relevant supplier(s) and Gelato, including without limitation, contacting the relevant supplier(s) directly. You also acknowledge that Gelato may process the Customer's Supplier Data for the use and performance of the Platform, including, without limitation, monitoring the activities and rating of the supplier(s) on the Platform.

6. Liability and Indemnification

- 6.1. IT IS YOUR SOLE RESPONSIBILITY TO MAKE PAYMENT FOR ANY GOODS OR SERVICES PURCHASED. ANY RECOURSE REGARDING GOODS, INCLUDING PRODUCT DEFECTS, DELIVERY ISSUES, OR LEGAL DISPUTES, MUST BE DIRECTED TO THE SUPPLIER.
- 6.2. You indemnify and shall hold Gelato harmless against any claims arising from your Transactions, Platform use, dispute with a Supplier or regulatory non-compliance.

GelatoConnect Logistics - Terms of Use
(Sub-set of the GelatoConnect Master Services Agreement)

1. Scope

The Logistics Module of the GelatoConnect Platform provides logistics optimization services, including automatic shipping optimization, tracking, and shipping data analytics and enabling the exchange of shipping information.

2. Definitions

Shipping API Services : refers to the parcel handling services accessible through the Module.

Logistics Provider(s): the third-party logistics provider(s) engaged by Gelato, who is/are available to you for the fulfillment of Shipping API Services via the Gelato Logistics API, and who is/are responsible for the delivery of any parcel.

3. Engagement of Logistics Provider and Acceptance of terms

3.1. If you select Shipping API Services, you authorize Gelato to engage Logistics Providers on your behalf to fulfill shipments based on order details such as size, volume, and destination in accordance with the methodology of Gelato Logistics API. You acknowledge and accept that each shipment is subject to the terms and conditions of the selected Logistics Provider, provided they are not inconsistent with this Agreement. Gelato will choose the most suitable Logistics Provider for your order, and you irrevocably accept their terms under the same condition. We will inform you of the selected provider once you place your order.

3.2. You must comply with all requirements of the selected Logistics Provider, comply with all their requirements, including packaging, labeling, and prohibited item restrictions.

4. Relationship between You, Gelato, and Logistics Providers

4.1. Gelato does not act as a carrier and holds no liability for the performance, delays, or service failures of Logistics Providers, including lost or damaged shipments. Any disputes regarding shipments must be handled directly between you and the respective Logistics Provider.

4.2. You acknowledge that final pricing for the Shipping API Services may be subject to post-shipment adjustments based on factors determined by Logistics Providers such as weight, dimensions, and address corrections.

5. Your Obligations

5.1. You must comply with all applicable shipping regulations and ensure that shipped goods meet all legal requirements and do not breach applicable restrictions of the Logistics Provider.

5.2. You are responsible for accurately providing shipment details, including weight, dimensions, and delivery addresses.

6. Support

6.1. If you select Shipping API Services, Gelato will provide you with support on a case-by-case basis, including claims and communication needed with the Logistics Providers. Such support services will be initiated by the receipt of a claim submitted by you via your Account. Gelato will exercise its reasonable efforts to ensure that the relevant Logistics Provider accepts the claim. Gelato will reimburse the amount that the Logistics Provider pays under a claim. Your submission of a claim, the Logistics Provider's acceptance or non-acceptance of a claim, and/or the Logistics Provider's payment or non-payment of compensation will not in any way affect or suspend your obligations under this Agreement.

6.2. Gelato shall undertake reasonable efforts to respond to your support requests sent through desktop and the mobile app within 8 hours during the following support hours: Monday 8 am to Friday 5 pm, excluding public holidays and depending on the time zone where you are located. Should your support request arrive outside the above support hours, or it arrives on public holidays, the 8-hour response period commences at the start of the next business day.

7. Fees

7.1. If you select Shipping API Services, you will be charged a service fee per delivery order you submit to the Platform ("**Label Fees**"). The Label Fees will be calculated based on estimated shipment details, and will be adjusted reflecting actual charges determined by the applicable Logistics Provider. Adjusted Label Fees will be effective when published on the Platform.

7.2. You are liable for the full payment of the Fees to Gelato per the invoicing frequency and payment terms in the Order Form. In order to use your Account for the Logistics Service or other extra services available, you must ensure sufficient funds are available on your Account needed for all the Fees you are going to incur. To ensure sufficient funds are available to perform the Logistics Service, Gelato may invoice you at the start of each billing period based on estimated shipment weight, dimensions, and service type at the time of label generation ("**Fee Estimate Invoice**"). Upon conclusion of the billing period, an adjustment invoice will be issued reflecting actual carrier-determined charges for weight, dimensions, address corrections, or additional fees assessed post-shipment ("**Adjustment Invoice**"). Adjustment Invoices must be settled in accordance with our standard payment terms. You will be able to review these invoices on your Account. Gelato hereby reserves the right to request for top-up of funds or suspend your Account if the balance of your Account becomes negative.

8. Liability and Indemnification

8.1. GELATO IS NOT RESPONSIBLE FOR ANY CLAIMS RELATED TO SHIPPING DELAYS, LOSS, OR DAMAGE CAUSED BY LOGISTICS PROVIDERS.

8.2. YOU SHALL INDEMNIFY AND HOLD GELATO HARMLESS AGAINST ANY CLAIMS, LIABILITIES, OR PENALTIES ARISING FROM YOUR USE OF THE LOGISTICS MODULE OR FAILURE TO COMPLY WITH CARRIER REQUIREMENTS.

9. Data Handling

9.1. You represent and warrant to Gelato that you have any and all necessary rights to handle and ship any parcels for which you would use the services (including the Shipping API Services). You warrant and represent that such parcels, and the goods therein do not violate third party rights, whether intellectual property rights, export/import regulations, environmental regulations, consumer protection rights or other regulations in any jurisdiction the goods may be directed to or transiting as a consequence of the logistics services.

9.2. You acknowledge that shipment data will be processed by Logistics Providers for fulfillment purposes.

10. Personal data

- 10.1. You represent and warrant that you have all necessary rights, authorizations, and lawful bases to process and transfer to Gelato any personal data included in Customer Data. You are solely responsible for ensuring that such processing complies with all applicable data protection laws and regulations.
- 10.2. We will process and transfer personal data in accordance with the DPA.

GelatoConnect Workflow - Terms of Use
(Sub-set of the GelatoConnect Master Services Agreement)

1. Scope

The Workflow Module of the GelatoConnect Platform streamlines the management of print job workflows, automating processes, enhancing task coordination, and providing analytics to improve efficiency and track performance.

2. Definitions

Input File: a file for your Order uploaded by you into GelatoConnect Workflow for processing. The Input File must fulfil all relevant requirements, including format, size, colour profile, and metadata.

Order: a request made through the Platform for processing via GelatoConnect Workflow, which may contain one or several Input Files. Input Files of an Order are processed and may be split or consolidated into one or multiple Print Job(s) according to the algorithm of GelatoConnect Workflow.

Print Job : an item created by GelatoConnect Workflow based on the Order, taking into account factors including quantity and category of Products in the Order. GelatoConnect Workflow generates Print Job(s) to optimize your production.

3. Operational Requirements & Your Responsibilities

- 3.1. You must maintain the necessary IT infrastructure to support Workflow's operations as outlined in the Documentation.
- 3.2. You must provide accurate and valid Input Files that meet Workflow's format, size, colour profile, and metadata requirements.
- 3.3. You must Ensure that Orders, Input Files, and related materials do not infringe third-party rights or violate applicable regulations.
- 3.4. You must not use Workflow for competitive benchmarking or unauthorized third-party access.

4. Service level and support

- 4.1. **Availability.** The availability of the Workflow Module is governed by the [Service Level Agreement \(SLA\)](#).
- 4.2. **Customer Support.** Gelato shall undertake reasonable efforts to respond to your support requests within 8 hours during the following support hours: Monday 8 am to Friday 5 pm, excluding public holidays and depending on the time zone where you are located. Should your support request arrive outside the above support hours, or it arrives on public holidays, the 8-hour response period commences at the start of the next business day. You consent to Gelato accessing your account data, including Customer Data and the Input Files as necessary for support, diagnostics, and service improvement.

5. Fees

- 5.1. **Print Job Quota.** Your subscription includes a Print Job Quota, as specified in the applicable Order Form, which defines the number of print jobs you may process via the Platform during each specified period.
- 5.2. **Overage Fees** Any print jobs exceeding the Print Job Quota will be considered overage ("**Overage Jobs**") and will be charged at the overage rates set forth in the Order Form or as otherwise agreed in writing ("**Overage Fees**"). Gelato will invoice the Overage Fees on the periodicity defined by Gelato.

6. Intellectual Property Rights

- 6.1. You grant Gelato a limited, royalty-free, revocable, worldwide, non-exclusive, and sublicensable right to process the Orders and Input Files for providing the Services and any ancillary activities (customer support etc.).

7. Disclaimers

- 7.1. **QUALITY OF FILES AND CONFIGURATION OF SOFTWARE.** GELATO ACCEPTS NO RESPONSIBILITY FOR THE CONTENT AND/OR QUALITY OF THE INPUT FILES, ORDERS, PRODUCTS, NOR PARAMETERS AND CONFIGURATION YOU ENTER OR MAKE FOR THE ONBOARDING OF GELATOCONNECT WORKFLOW.
- 7.2. **PRINT FILES.** GELATO MAY, AS PART OF THE GELATOCONNECT WORKFLOW FUNCTIONALITY, APPLY COLOUR PROFILES. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO VALIDATE THE INPUT FILES, INCLUDING THE VERIFICATION OF THE COLOURS.

8. Data Handling

- 8.1. You shall upload Customer Data to Workflow, granting Gelato the right to process, store, and use such data.
- 8.2. You represent and warrant to Gelato that you have any and all necessary rights to handle the Orders for which you would use the services (including the content of the Input Files). You warrant and represent that the Orders and Input Files do not violate including intellectual property rights or applicable regulations.

9. Personal data

- 9.1. You represent and warrant that you have all necessary rights, authorizations, and lawful bases to process and transfer to Gelato any personal data included in Customer Data. You are solely responsible for ensuring that such processing complies with all applicable data protection laws and regulations.
- 9.2. We will process and transfer personal data in accordance with the DPA.

GelatoConnect AI Estimator - Terms of Use
(Sub-set of the GelatoConnect Master Services Agreement)

1. Scope

The AI Estimator Module provides an AI-powered engine on the GelatoConnect Platform designed to automate and optimize print job estimation, assisting users in generating price estimates.

2. Definitions

Estimate: An output generated by the AI Estimator Module providing a calculated price projection for a print job or customer request, based on analysis of provided inputs and configured rules.

3. Your Responsibilities

3.1. **Input Data Accuracy:** You are solely responsible for ensuring that all input data, product descriptions, pricing rules, and any other materials you provide to the AI Estimator Module are accurate, complete, truthful, and up-to-date.

3.2. **Estimate Review and Validation:** You are solely responsible for reviewing, verifying, and validating the accuracy, completeness, and suitability of all Estimates generated before relying on them for any business decision, pricing, or production planning.

3.3 **Prohibited use :** You must not use the AI Estimator for competitive benchmarking or grant unauthorized third-party access.

5. Disclaimers

5.1. **Estimation Accuracy:** Gelato does not guarantee the accuracy, completeness, or suitability of the Estimates. The Estimates are based on the input data, configured pricing rules, historical data, and the underlying AI model, which may have limitations. You acknowledge that Estimates are probabilistic and not guaranteed final prices or production outcomes.

5.2. **Input Data Quality:** Gelato accepts no responsibility for the content, quality, or accuracy of the input data, product descriptions, pricing rules, or configurations you enter or make within the AI Estimator. The accuracy of estimates is highly dependent on the quality and completeness of the data and configurations provided by you.

5.3. **Reliance on Estimates:** You acknowledge that the AI Estimator is a tool to assist in generating *estimates* and should not be solely relied upon for final pricing decisions or production planning without human review and validation.

5.4. **Service Availability:** Gelato does not guarantee the availability of the AI Estimator.

5.5. **Connect AI:** Use of the Connect AI chat interface is subject to the inherent limitations of AI language models. Gelato is not responsible for any issues or inaccuracies arising from interactions with the Connect AI assistant.

6. Fees

Fees for the AI Estimator module include subscription fees as stated in the Order Form and overage fees.

6.1. **Estimate Quota.** Your subscription includes an estimate quota, as specified in the applicable Order Form ("**Estimate Quota**"), which defines the number of Estimates you may generate via the Platform during each specified period.

6.2. **Overage Fees.** Any Estimates exceeding the Estimate Quota will be considered overage and will be charged at the overage rates set forth in the Order Form or as otherwise agreed in writing ("**Overage Fees**"). Gelato will invoice the Overage Fees monthly in arrears.

7. Support

Gelato shall undertake reasonable efforts to respond to your support requests within 8 hours during the following support hours: Monday 8 am to Friday 5 pm, excluding public holidays and depending on the time zone where you are located. Should your support request arrive outside the above support hours, or it arrives on public holidays, the 8-hour response period commences at the start of the next business day. You consent to Gelato accessing your account data, including Customer Data and the inputs and configurations you provide for estimation, as necessary for support, diagnostics, and service improvement.

8. Data Handling

8.1. You shall upload Customer Data to the AI Estimator module, including job details, product configurations, pricing rules, and related information and warrant and represent warrant to Gelato that you have all necessary rights to handle and input such data,

8.2 You warrant and represent that such data does not violate intellectual property rights or applicable regulations and grant Gelato the right to process, store, and use such data for the purpose of providing and improving the AI Estimator Services.

9. Personal data

The transfer of personal data is not necessary for the proper functioning or use of the AI Estimator module. However, to the extent personal data is included by you in Customer Data provided for the module, both Parties will comply with applicable data protection laws. Gelato will handle such personal data according to your instructions and the Data Processing Agreement ("DPA"). You represent and warrant that you have all necessary rights, authorizations, and lawful bases to process and transfer any personal data included in Customer Data to Gelato.

Appendix 2 : [Data Processing Agreement](#)