**MASTER SERVICES AGREEMENT**
**TERMS AND CONDITIONS**

This Master Services Agreement Terms and Conditions, including Schedule A, and the SLA ("Agreement") govern the provision of the Services (as defined in Section 1) described in one or more Order Forms executed by each Party and referencing the terms of this Agreement.

Your privacy is important to us. Please read the Processing Agreement as it describes the types of data we collect from you, how we use your data, and the legal bases we have to process your data.

The Agreement shall be binding upon the customer as detailed in the Order Form ("Customer"; "you"; "your"), and Fashion GPS, Inc. DBA Launchmetrics, (referred to herein as "Service Provider"; "us"), a Delaware corporation having its principal offices at 180 Varick Street, Suite 1128, New York NY 10014

Each of Service Provider and Customer may be referred to as a "Party" or together as the "Parties."

**BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.**

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**Agreement**

1.      Overview. Service Provider and its Affiliates have developed several proprietary information technology services as described in Schedule A (the "Services"). The Services may include certain Service Provider proprietary software if Customer chooses to pay for that functionality (as shall be indicated in the Order Form). Service Provider desires to provide access to and use of the Services to Customer, and Customer desires to access and use the Services, subject to the terms and conditions of this Agreement.

2.     Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Initial Term Expiration Date set forth on the cover page hereof (the "Initial Term"), unless earlier terminated as provided herein. Thereafter, this Agreement shall be automatically renewed, provided that Customer is not in default beyond any applicable grace period, on the terms described in this Agreement for successive two-year periods (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless earlier terminated as provided herein or unless either Party provides written notice to the other Party at least sixty (60) days prior to the expiration of the current Term that such Party does not want to this Agreement to renew. Expiration or termination of the Term of this Agreement shall not affect any obligation of Customer to make payments hereunder accruing prior to such expiration or termination.

3.     Access & Support Plan. Service Provider shall make the Services available to Customer pursuant to the terms and conditions set forth in this Agreement.

3.1.     The following individuals ("Authorized Users") shall be permitted to access and use the Services provided they have been registered individually with Service Provider in advance: (a) designated employees of Customer; (b) designated employees of Customer's Affiliates; and (c) any other designated individual who is not an employee of Customer (each, a "Non-Employee User"), provided that each proposed Authorized User is identified as such and approved in writing by Service Provider prior to such proposed Authorized User's use of the Services. Customer covenants and agrees that it shall be responsible and liable under the terms of this Agreement for the acts and/or omissions of the employees of Customer's Affiliates and Non-Employee Users as though they were Customer's own employees. "Affiliate" means, with respect to a Party, another person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Party.

3.2.     Service Provider covenants and agrees that: (a) the Services shall perform materially in accordance with the applicable features set forth in this Agreement; (b) Service Provider shall provide support for the Services in accordance with the applicable Service Plan selected by Customer as set forth in the Order Form (the terms and conditions governing the Service Plan being set forth in the Service Level Agreement "SLA"); (c) Service Provider shall provide sufficient data storage to store the data generated through the Services; and (d) Customer's data and information, as entered and gathered through the Services, shall be backed-up in a commercially reasonable manner in accordance with the schedule set forth in the SLA, including storage of back-up data off the premises of Service Provider.

3.3.     Customer hereby grants to Service Provider a nonexclusive, royalty-free, worldwide, sublicenseable right and license to access, host, store, reproduce, prepare derivative works based upon, distribute, publish, publicly display and perform, digitally transmit, process and use Customer's content, data, information and other material provided by Customer in electronic or other form ("Customer Content"), solely for the purpose of providing the Service and as otherwise set forth in this Agreement. Customer shall retain ownership of all Customer Content, subject to the rights and licenses granted herein.

3.4.     Customer acknowledges that Service Provider may disclose data related to Customer Content and Customer's use of the Services, provided that such disclosure of data can only include or use Personal Data (as defined in the Processing Agreement), if such Personal Data was or is properly aggregated and anonymized in such a way that any information included in such Personal Data is not or no longer identifiable as Customer Content ("Aggregate Data"), in accordance with the Processing

Agreement and Applicable Data Protection Laws. Customer further agrees that Service Provider: (i) may create and distribute compilations, studies, analyses, reports and other materials based upon Aggregate Data ("Analyses"); and (ii) owns and has the exclusive right to use Aggregate Data and Analyses for any purpose, including advertising, marketing, and promotion of networking opportunities to partners, prospective partners, investors, prospective investors, other customers, prospective customers, and/or other interested parties of the Service Provider.

3.5.     Service Provider may reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Services (including that which it could have acquired performing the same or similar services for another customer). Service Provider shall own any developments and/or enhancements to the Services resulting from its performance of the Services or its access to and use of Customer Content in accordance with this Agreement. Customer may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the Services ("Feedback"). All Feedback shall be solely owned by Service Provider (including all Intellectual Property Rights therein and thereto) and shall also be Service Provider's Confidential Information (as defined in Section 9 below) and in accordance with the Processing Agreement. Customer shall and hereby does make all assignments necessary to achieve such ownership. "Intellectual Property Rights" means all works of authorship, software, processes, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions and other tangible and intangible technical material and information as well as all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary rights inherent therein or appurtenant thereto.

3.6.     Service Provider undertakes that each data hosting service contracted by Service Provider in connection with the Services shall be certified and/or accredited as compliant with ISO/IEC 27001 or SOC 1, SOC 2 and SOC 3 or an equivalent or superior certification/accreditation (as amended from time to time, and together with any successor information security management system standard in existence from time to time, the "Security Standard").  If any such data hosting service provider fails to procure a re-certification or re-accreditation as compliant with the Security Standard on no less than an annual basis, Service Provider shall transfer all data relating to the Services to a Security Standard-compliant data hosting service provider as soon as is commercially and reasonably practicable. Customer acknowledges and agrees that Customer data (including Customer Content) may be stored at a data hosting facility and/or in a cloud-based data hosting service that may be located within the European Union or in the United States of America (provided, however, that if Customer data is stored in a data hosting facility or in a cloud-based data hosting service located within the United States of America, such is done in accordance with the Processing Agreement).

4.     Customer Obligations.

4.1.     Customer hereby covenants and agrees that it shall:
(a)     permit use and access of the Services solely by Authorized Users and solely for Customer's own internal business purposes as outlined herein, and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (including Affiliates, clients and consultants of Customer), other than as expressly contemplated by this Agreement;

(b)     not modify, copy, translate, disassemble, decompile, adapt, combine, create derivative works based on, or create or attempt to create, by reverse engineering or otherwise, the Services or any component thereof, or use any other means to attempt to discover the source code, algorithms or

trade secrets underlying the Services (except and only to the extent these restrictions are expressly prohibited by applicable law);

(c)     not (i) build a product or service using similar ideas, features, functions or graphics of the Services; (ii) copy any ideas, features, functions or graphics of the Services or any of the Service Provider Intellectual Property Rights (as defined in Section 8 below); (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (iv) attempt to gain unauthorized access to the Services or its related systems or networks; or (v) knowingly, recklessly or negligently send or store any Customer Content or other material containing any technical defects, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(d)     not use any of Service Provider's Confidential Information to create any service, software or other documentation that performs similar functionality to that of the Services; and

(e)     not access or attempt to access information concerning (i) other customers of Service Provider or (ii) proprietary information of Service Provider not related to this Agreement or another agreement currently in force between Customer and Service Provider.

4.2.     Customer is responsible for all activities that occur under Customer's user accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and shall notify Service Provider promptly of any such unauthorized use; and (ii) comply with all applicable domestic and foreign laws in using the Services.

4.3     Notwithstanding Section 9 below, Service Provider may acknowledge the existence of this Agreement and partnership to potential and future customers and interested parties of the Service Provider, including by using Customer's logos and trademarks in Service Provider's marketing and promotional material.

5.     Fees.

5.1.     In consideration of Service Provider's provision of the Services and related services hereunder, Customer shall be invoiced in accordance with the fees, terms and invoicing frequency set forth in the Order Form (the "Fees"). In addition, Service Provider shall invoice Customer for any additional services (for example, additional training purchased by Customer) as those additional services are requested by Customer.

5.2.     If Customer fails to pay any amount due hereunder by the due date thereof, late charges of the lesser of five percent (5%) per month or the maximum legal rate of interest that may lawfully be charged to Customer shall also become due and payable by Customer to Service Provider, upon demand by Service Provider ("Late Fees").

5.3.     If Customer's account is more than thirty (30) days overdue, in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Services provided to Customer, without liability to Customer, until such amounts, including any applicable Late Fees, have been paid in full. In addition, Customer acknowledges and agrees that Service Provider shall have the right to charge and collect a reasonable reconnection fee for the restoration of Services to Customer following a suspension of Services.

5.4.    Service Provider's fees do not include any local, state, federal or other taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Service Provider's income. If Service Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Service Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. Service Provider's fees do not include any credit card, debit, banking or other payment processing fees (including any fees related to refunds, chargebacks or other third-party amounts) that Service Provider incurs in processing Customer's payments. Customer agrees that Service Provider shall have the right to collect and charge for any such amounts.

5.5.    The receipt or acceptance by Service Provider of any payment made shall not prevent Service Provider from subsequently challenging the validity or accuracy of such payment.

5.6.    Upon the expiration or early termination of this Agreement, all payment obligations and any outstanding financial obligations of Customer hereunder for the then-current Term will be accelerated and will immediately become due and payable.

5.7.    Service Provider shall have the right to collect from Customer its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement, including any costs for the collection of monies from Customer.

5.8.    Service Provider will coordinate matters related to invoices and payments with Customer's accounts payable contact listed on the first page of this Agreement (the "Accounts Payable Contact"). It is solely Customer's responsibility to update the Accounts Payable Contact information if there are any changes and Customer shall notify Service Provider of any such changes as soon as possible. Customer shall not be excused from any responsibility or liability related to invoices and payments due to the fact that the Accounts Payable Contact information was or is partially or completely inaccurate.

5.9.    Service Provider has the right to increase the Fees by up to five percent (5%) following each anniversary of the Effective Date.

6.    Maintenance.    Customer shall communicate all technical support, training, customization, and update requests through email to support@launchmetrics.com or, if phone support is available pursuant to Customer's Service Plan selection indicated in the Order Form, by phone at the regional phone number listed at support.launchmetrics.com. Technical support shall be available on Service Provider's regular business days. Service Provider warrants that it will use commercially reasonable efforts to keep the technical support services up and running. Customer shall be obligated to pay the Fees for any technical support, training, customization, and update requests as set forth in the Order Form.

7.    Compliance; Monitoring.

7.1.    Customer shall prepare and maintain a current list of all Authorized Users. Customer shall instruct such Authorized Users that use of the Services other than in accordance with this Agreement shall constitute a material breach of this Agreement. Customer agrees that the password obtained for each Authorized User may only be used by such Authorized User.

7.2.     Customer acknowledges and agrees that Service Provider may monitor and track usage of the Services to verify compliance with the use and access rights granted hereunder. Service Provider may also generate reports regarding use of the Services by Customer for billing purposes and to verify compliance with contractual obligations.

9.     Proprietary Rights.

8.1.     Customer understands, acknowledges and agrees that the proprietary elements of the Services (excluding Customer Content) are and shall remain the sole and exclusive property of Service Provider, including related technology, software, hardware, products, processes, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions and other tangible and intangible technical material and information as well as all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary rights inherent therein or appurtenant thereto ("Service Provider Intellectual Property Rights"). All rights not expressly granted to Customer herein are reserved to Service Provider.

8.2.     Service Provider represents and warrants to Customer that Service Provider has the right to grant to Customer the license to the Service Provider Intellectual Property Rights necessary for Customer to use the Services as contemplated herein.

9.     Confidentiality.

9.1.     "Confidential Information" means information disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement, including the existence (subject to Section 4.3 above) and terms of this Agreement, proprietary methods and methodology, technical data, trade secrets, lists of contact information, know-how, research and development information, product plans, products, services, suppliers, markets, computer software, inventions, processes, formulae, technology, designs, drawings, page schematics, data schematics, screen designs, technical information, engineering information, hardware configuration information, and matters of a business nature including information regarding marketing, costs, pricing, finances, financial models and projections, billings, product development or other similar business information, whether deliberately or unintentionally disclosed to the Receiving Party that has not been in the public domain. In particular, with respect to Service Provider, Confidential Information includes the Services (including source, object and any other code) and the fee structure of this Agreement, and with respect to Customer, Confidential Information includes Customer Content.

9.2.     Each Party, as Receiving Party, agrees that it shall: (i) hold the Confidential Information of the Disclosing Party in confidence and not disclose such Confidential Information to any third parties, including consultants (subject to Service Provider's exercise of the sublicense granted in Section 3.3. above), or use it in any manner not expressly authorized by this Agreement; (ii) disclose the Confidential Information only to its employees who have been informed of and agreed to abide by confidentiality obligations as protective as those set forth in this Agreement, who need to know such information in order to carry out the purposes of this Agreement, and only to the extent necessary for such purposes; (iii) take measures necessary to reasonably safeguard the Confidential Information to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information, and such protective measures shall include but in no event be less than the degree of care that Receiving Party uses to protect its own Confidential Information of a similar nature; (iv) not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information;

(v) provide proper and reasonably secure storage of the Confidential Information; and (vi) neither directly nor indirectly, disclose the existence, content, and/or substance of any of the Confidential Information to any third party. Receiving Party shall advise any employees who are provided access to Confidential Information of the confidential nature thereof and shall be responsible for any breach of this Agreement by its employees (including, in the case of Customer, the Authorized Users).

9.3.     Failure of Customer to comply with Section 9.2 and Section 9.6 shall be deemed a material breach as set forth in Section 14.

9.4.     The obligations set forth above shall not apply to information that the Receiving Party can demonstrate: (i) has been approved for release by written authorization of Disclosing Party; (ii) is or becomes part of the public domain through no fault of the Receiving Party; (iii) was already known by Receiving Party prior to its relationship with the Disclosing Party, or prior to the disclosure thereof by Disclosing Party; or (iv) properly comes into the possession of Receiving Party from a third party which is not under any obligation to maintain the confidentiality of such information. Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, or when required to do so by law or the rules of any recognized stock exchange, provided that Receiving Party shall, unless prohibited by law or regulation, provide Disclosing Party with prompt notice in writing prior to any disclosure so that Disclosing Party may seek a protective order or other legal remedies to maintain the confidentiality of such Confidential Information ("Protective Order"), and Receiving Party shall comply with any applicable Protective Order, if one is granted, or equivalent. If no such Protective Order or other remedy is obtained, the Receiving Party shall furnish only that portion of the Disclosing Party's Confidential Information which it is advised by counsel is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information. All Confidential Information of a Party shall remain the property of such Party.

9.5.     During the Term of this Agreement and for two (2) years following the expiration or earlier termination (regardless of the grounds for this) of this Agreement, Customer shall not directly or indirectly employ or solicit for employment any current or former employee or consultant of Service Provider or any of its Affiliates to directly compete with all or any substantial part of the Service Provider's business.

9.6.     For the purposes of this Agreement, "Personal Data" (as defined in the Processing Agreement) shall be deemed Customer Confidential Information. During the Term of this Agreement, Service Provider shall comply with the provisions of the Processing Agreement, which forms part of the Agreement and which sets forth the terms and conditions relating to the privacy, confidentiality and security of Personal Data associated with the Services provided to Customer.

9.7.     The Parties acknowledge that damages alone would not be an adequate remedy in the event of breach by the Receiving Party of the provisions of this Section 9. It is agreed that either Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Section 9, without prejudice to any other rights and remedies which that Party may have.

10.     Representations and Warranties.

10.1.     Each Party represents and warrants that: (i) it has the right and power to enter into this Agreement; (ii) it has the means to meet all its obligations under this Agreement; (iii) this Agreement is enforceable against such Party in accordance with its terms; (iv) no claims, liens or actions exist or are threatened that would interfere with such Party's ability to fully perform under this

Agreement and this Agreement is valid, legal and binding; (v) this Agreement does not contravene and is not otherwise limited by any other agreement to which such Party is a party; and (vi) it shall not authorize or assist any third party in taking any action that such Party is prohibited from taking under this Agreement.

10.2.    Service Provider represents and warrants that, during the Term, the Services will perform substantially in accordance with their intended purposes, though Service Provider does not represent or warrant that the Services will be error-free. If the Services do not perform substantially in accordance with their intended purpose, Service Provider shall repair or replace the non-conforming components of the Services. Customer assumes the risk of any and all damage or loss from use, or inability to use, the Services, except for damage or loss arising out of the willful misconduct or negligence of Service Provider or as otherwise expressly provided herein.

10.3.    Customer covenants, represents and warrants that: (a) it must not knowingly do anything inconsistent with Service Provider's rights in and ownership of the Services; and (b) it has the right to provide the Customer Content to Service Provider for the purposes contemplated herein.

11.    Indemnification.

11.1.    Service Provider shall indemnify, defend, and hold harmless Customer, its Affiliates, and their members, shareholders, directors, officers, employees, and agents from and against any third-party claims, costs, expenses, demands, causes of action, losses or liability (collectively "Claims", including reasonable attorneys' fees and disbursements) arising out of Service Provider's breach of the representation or warranty set forth in Section 8.2 above and in the Processing Agreement. The foregoing indemnity constitutes Service Provider's sole liability and Customer's sole remedy in the event of any third-party Claim relating to the Services.

11.2.    If a Claim of infringement with respect to the Services or Customer's use thereof is initiated, or in Service Provider's opinion is likely to be initiated, then, Service Provider may at its option and expense: (i) obtain the right for Customer to exercise fully its rights in accordance with this Agreement; (ii) substitute other non-infringing software or other components of the Services with substantially equivalent functional capabilities; or (iii) modify the Services, while retaining substantially equivalent functional capabilities, so that it no longer infringes.

11.3.    Customer shall indemnify, defend, and hold harmless Service Provider, its Affiliates, and their members, shareholders, directors, officers, employees, and agents from and against any Claims that, if true, would constitute a breach of any of Customer's representations, warranties, obligations, covenants or agreements hereunder.

11.4.    Each Party's indemnity obligations are contingent on the other Party: (i) promptly notifying the indemnifying Party of any claim or occurrence, of which the Party seeking indemnification has notice; (ii) permitting the indemnifying Party to control and manage the defense of any Claim (and any settlement); and (iii) cooperating with the indemnifying Party in the defense of any Claim (and any settlement). The failure to notify the other Party of any such Claim shall not relieve the indemnifying Party from any liability it may have to the Party seeking indemnification except to the extent that the indemnifying Party is actually materially prejudiced by such failure. The Party seeking indemnification may, at its own cost, participate in the investigation and defense or any Claim and employ its own counsel in connection therewith.

12.     Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SERVICE AND ALL INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE PROVIDED TO CUSTOMER "AS IS" AND "AS AVAILABLE", AND SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, IN FACT OR BY LAW OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, AND DISCLAIMS THE REPRESENTATIONS, OBLIGATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICE, OR ANY OTHER WARRANTIES UNDER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE, RELATING TO THE SERVICE OR ANY COMPONENT THEREOF. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE (OR ANY PART THEREOF) WILL BE ACCURATE, COMPLETE, AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE, WILL BE COMPATIBLE WITH THE SERVICE.

13.     Limitation of Liability.

13.1.     EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 11 AND CLAIMS ARISING FROM SERVICE PROVIDER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET OUT IN SECTION 9 (INCLUDING THE PROCESSING AGREEMENT REFERENCE THEREIN), AND CLAIMS ARISING FROM SERVICE PROVIDER'S BREACH OF SECTIONS 3.2 (c) AND (d) OR ITS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN. SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD BEFORE THE APPLICABLE CLAIM OCCURRED.

13.2.     Except as a result of a Party's willful misconduct or gross negligence, or a Party's breach of Sections 4, 8, 9, or 11.1, neither Party hereto shall be liable for any indirect, incidental, special, punitive or consequential damages of any kind, including lost business, lost goodwill, lost savings, lost data, and lost or anticipated profits, business interruption, loss of business information, or any other pecuniary loss regardless of the cause and whether arising out of the use or inability to use the Services or arising in contract, tort, or otherwise.

14.     Termination.

14.1.     If a Party materially breaches this Agreement, the other Party may terminate this Agreement by providing written notice to the other Party specifying the nature of such breach in reasonable detail; provided, however, that (i) this Agreement shall not terminate if the breaching Party shall have cured the breach within ten (10) business days following such notice, and (ii) the exercise of such right of termination shall not limit any other rights or remedies of the non-breaching Party at law, except as specified herein.

14.2.     A Party may terminate this Agreement immediately if: (i) the other Party ceases to carry on its business; (ii) a receiver or similar officer is appointed for the other Party and is not discharged within thirty (30) business days; (iii) the other Party becomes insolvent, admits in writing its inability to pay debts as they mature, is adjudicated bankrupt, or makes an assignment for the benefit of its creditors or another arrangement of similar import; or (iv) proceedings under bankruptcy or insolvency laws are commenced by or against the other Party and are not dismissed within thirty (30) business days.

14.3.    Upon termination or earlier expiration of the Term of this Agreement, Customer must discontinue use of the Services. After the expiration or termination of this Agreement, Service Provider shall have no obligation to maintain or provide any Customer Content or other data.

15.        General

15.1.    Survival. All provisions of this Agreement relating to payment, proprietary rights, confidentiality, indemnification, disclaimer of warranty and limitation of liability shall survive the expiration or sooner termination hereof.

15.2.    Complete Understanding. This Agreement and any accompanying Schedule(s) constitute the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, understandings and all other oral and written agreements and discussions between the Parties relating to the subject matter hereof. Notwithstanding any language to the contrary therein, no terms or conditions stated in a prior Customer communication shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.3.    Assignment. Customer may not assign this Agreement (or any rights or obligations related thereto) without the prior written consent of Service Provider, which consent shall not be withheld unreasonably (but Service Provider may require that any assignee confirm in writing its assumption of the rights and obligations of its predecessor). Any assignment in contravention of this Section 15.3 shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, administrators, successors, and permitted assigns.

15.4.    Force Majeure. Except for obligations to pay amounts due pursuant this Agreement, each Party shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any Force Majeure Event for as long as the Force Majeure Event continues and the excused Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. "Force Majeure Events" shall be circumstances beyond a Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving a Party's employees, computer or telecommunications failures or delays involving hardware or software not within such Party's possession or reasonable control, and network intrusions or denial of service attacks.

15.5.    Notices. Any notice required or permitted hereunder to the Parties hereto will be deemed to have been duly given only if in writing to the address of the receiving Party as set forth on the initial page hereof or such other address as may be specified by such Party in a notice delivered to the other Party in accordance with this Section 15.5 and delivered by: (i) certified U.S. mail, return receipt requested, postage prepaid; (ii) nationally recognized overnight courier, delivery charges prepaid; (iii) by hand delivery with signed receipt; or (iv) delivered by email (but only if that email is replied to or otherwise acknowledged by the other Party). Any notice shall be deemed delivered: (a) on the fifth (5th) business day following deposit of such notice with the U.S. Postal Services if notice is given in accordance with (i) above; or (b) on the date of actual delivery if notice is given in accordance with (ii), (iii) or (iv), above. If to Customer, notice shall be sent to the listed Administrative Contact. If to Service Provider, notice shall be sent to the Chief Financial Officer of Service Provider at the address listed on the first page of this Agreement.

15.6.     Severability. If any part of this Agreement shall be adjudged by an arbitrator or any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

15.7.     Governing Law, Jurisdiction and Venue. This Agreement shall be construed, enforced, performed and in all respects governed by and in accordance with the laws in the State of New York excluding any choice of law principles that would result in the application of the laws of another jurisdiction. Except as provided otherwise in this Section 15.7, any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved before a single arbitrator experienced in the computer hardware/software and computer consulting service industries in accordance with the Rules of the American Arbitration Association (AAA), which are available at www.adr.org or by calling 1-800-778-7879, using the Association's facility in New York County, New York. The award of the arbitrator shall include a written explanation of his decision and be limited to remedies otherwise available under this Agreement and shall be binding upon the Parties and enforceable in any court of competent jurisdiction. Any provisional or equitable remedy which would be available from a court of law shall be available from the arbitrator to the Parties in such proceeding. The Parties hereby consent to: (i) the exclusive jurisdiction of the federal or state courts sitting or located in New York County, New York for any action: (a) to compel arbitration or (b) prior to the appointment and confirmation of the arbitrator, for temporary, interim or provisional equitable remedies, including any injunctive or other equitable relief to protect or enforce a Party's Intellectual Property Rights hereunder; and (ii) service of process in any such action by certified mail, return receipt requested, or by any other means provided by law. To enforce the award or any right or remedy determined by the arbitrator, a party may apply only to the federal or state courts sitting or located in New York County, New York. In any action or suit to enforce any right or remedy under this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.  If for any reason a claim proceeds in court rather than in arbitration, the Parties waive any right to a jury trial. The language of the arbitration shall be English.

15.8.     Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.9.     Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute a single agreement. This Agreement may be executed by one or both Parties by means of electronic signature technology that has all characteristics required to be legally binding as per the laws set forth in Section 15.7 as governing this Agreement.

[END OF TERMS AND CONDITIONS]

**SCHEDULE A**

**Services**

1.      **Contacts<sup>SM</sup>**. "Contacts" means the Services that allow Authorized Users to track and manage contact information and conduct contact mailings. Contacts is accessible through Service Provider's proprietary application.

2.      **Samples<sup>SM</sup>**. "Samples" means the Services that allow Authorized Users to track product samples, and produce reports through a web-enabled interface. Samples is also accessible through Service Provider's proprietary application software for the iPad, the iPhone and other mobile platforms.

3.      **Events<sup>SM</sup>**. "Events" means the Services that allow Authorized Users to manage events by organizing and sending invitations, tracking R.S.V.P.s, creating interactive seating charts, managing guest preferences and attendance and performing related functions through a web-enabled interface. Events is also accessible through Service Provider's proprietary application software for the iPad, the iPhone and other mobile platforms.

4.      **Discover<sup>SM</sup>**. "Discover" means the Services that allow Authorized Users to monitor and analyze Customer's public relations exposure in print, online and social media  sources, and to create reports and conduct competitive benchmarking, all trough newsletter and online coverage books, and export media coverage reports. **FOR FURTHER INFORMATION, PLEASE READ DISCOVER ADDITIONAL TERMS & CONDITIONS.**

5.      **GPS Radar<sup>SM</sup>**. "GPS Radar" means a public online fashion-focused social network, platform and multi-feature tool made up of a website, mobile website, mobile application for the iPad, the iPhone and other mobile platforms, that also includes PDFs and other digital formats generated by or through such platform, including lookbook e-mails and PDFs that may be generated automatically  or  by request of an Authorized Users.

6.      **Galleries<sup>SM</sup>**. The "Galleries Services" means the Services that allow Authorized Users to create public image galleries on GPS Radar or private image galleries, that can then be shared with viewers in an email containing a link to the relevant gallery (each, a "Gallery"). The Galleries Service also allows Authorized Users to enable certain functionality for those viewers.
**FOR FURTHER INFORMATION, PLEASE READ GALLERIES ADDITIONAL TERMS & CONDITIONS.**

7.      **Reporting**. The "Reporting Service" means the Services that help brands calculate the impact and ROI of events, campaigns and product or collection launches and evaluate top performing voices and channels plus understand which audiences were activated.

8.      **Influencers by Launchmetrics**. "Influencers by Launchmetrics" mean the network, platform and services that allow Authorized Users to search, activate, monitor and analyze influencers performance as part of Customer's social media campaigns, and to create reports and conduct communications, all through the platform dashboard and emails, and export campaign reports. **FOR FURTHER INFORMATION, PLEASE READ INFLUENCERS BY LAUNCHMETRICS  TERMS & CONDITIONS.**

# Service Level Agreement

This document represents a Service Level Agreement ("SLA") between Service Provider and Customer, for the provisioning of IT services required to support and to sustain the Services.

This SLA remains valid until superseded by an Amendment to this agreement which has been executed by the Parties. This SLA does not supersede current processes and procedures unless explicitly stated herein.

This SLA sets forth the terms and conditions for the level of service and operational support levels which Service Provider shall provide to Customer as well as costs of services and how they are to be billed. This SLA describes the remedies available to Customer in the event Customer is unable to access the Services for some period of time.

I.        Definition.

1.1.        For the avoidance of doubt, any capitalized terms not defined in this SLA shall have the meanings set forth for such terms elsewhere in the Agreement.

1.2.        In consideration of the mutual covenants and agreements in this SLA and the  MAster Services Agreement    ("Agreement")    and    for    other    good    and    valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Service Provider agree as follows:

"Error" means any reproducible failure of the Software to operate in all material respects in

accordance with the specifications of Section II of the SLA and, to the extent consistent with and not limiting of the specifications of Section II of the SLA; including any problem, failure or error that does not include any customer action or failure to take a required action; any other software, hardware, facilities ; or equipment that the Service Provider has not supplied or approved for use by the Customer (other than third party equipment within our direct control);

"Planned Downtime" means scheduled maintenance and Software or application upgrades; or setting up a new customer or service and service modifications;

"Resolve" and the correlative terms, "Resolved", "Resolving" and "Resolution" each means that the Services are restored to a point where the Customer can perform their job. In some cases, this may only be a work around solution until the root cause of the Error or Unplanned Disruption is identified and corrected (the need for restoration of normal service supersedes the need to find the root cause of the incident).

"Response" means the time elapsed between the time the incident is reported and the time it is assigned to an individual for resolution.

"Service Credits" means the service credits specified in Section 4.1 of the SLA.

"Support Commencement Date" has the same meaning than the Effective Data.

"Support Fees" has the meaning set forth in Section 3.2.e of the SLA.

 "Support Hours" has the meaning set forth in Section 3.2.b of the SLA.

"Support Period" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate Service Provider.

"Support Services" means Service Provider's support of the then-current version and release of the Software as set forth in Section II and III of the SLA.

"Unplanned Disruption": means disruption or unavailability of the Software caused (i) any other extraneous factors or circumstances beyond Service Provider's reasonable control, including any

Force Majeure Event as provided in Section 15.4 of the Agreement or Internet access or related problems or downtime or delays caused by a third party; (ii) that result from any maintenance as provided for pursuant to the data hosting service provider agreement.

II.	Nature and Severity of the Issue.

2.1	Severity is determined by how much the user is restricted from performing their work. There are three grades of severity:

3 - Low - Issue prevents the Customer from performing a portion of their duties.
2 - Medium - Issue prevents the Customer from performing critical time sensitive functions.
1 - High - Service or major portion of a service is unavailable.

2.2  The severity of an incident (Error or Unplanned Disruption) will be used in determining the priority for resolution within the Response Time as set forth in Section III below.

III.	Service Plans and Availability.

3.1	All service/support shall be provided in English unless Customer makes arrangements with Service Provider to receive service/support in an alternate language. Service Provider does not guarantee the availability of service/support in any language other than English.

3.2 There are three levels of Service Plan available from Service Provider. Each coverage level provides a specific level of support service, as defined below. Customer has selected one of the Service Plan as provided in the Order Form and only its Service Scope as described below is provided by Service Provider under this SLA.

| FEATURE | GEEK | GURU | GENIUS |
|---|---|---|---|
| Remote Support | Email support; live screen sharing; help section | Phone support; email support; live screen sharing; help section | Phone support; email support; live screen sharing; help section |
| Dedicated CSM | N/A | Included | Included |
| Service Window | Monday - Friday, 9 AM-6 PM | Monday - Friday, 9 AM-6 PM | Monday - Friday, 9 AM-6 PM |
| Response Time | 1 Business Day | 6 Business Hours | 3 Business Hours |
| Review Sessions | 1 x Per Year (upon request) | 2 x Per Year (upon request) | 4 x Per Year (upon request) |
| On-site Support Hours for GPS Events | No On-site Support hours included; On-site Support hours available for purchase at US$200/Hour, £100/ Hour, €125/Hour | 2 On-site Support hours included; additional On-site Support hours available for purchase at US$200/Hour, £100/ Hour, €125/Hour | 4 On-site Support hours included; additional On-site Support hours available for purchase at US$200/Hour, £100/ Hour, €125/Hour |

| | | | |
|---|---|---|---|
| Online Support/Training | No Training hours included; Training hours available for purchase at US$200/Hour, £100/Hour, €125/Hour | 6 Hours included; additional Training hours available for purchase at US$200/Hour, £100/Hour, €125/Hour | 9 Hours included; additional Training hours available for purchase at US$200/Hour, £100/Hour, €125/Hour |
| Discover Setup | N/A | 1 Brand | 2 Brands |
| Maintenance | Included | Included | Included |
| Backups | Daily Data Backups | Daily Data Backups | Daily Data Backups |
| System Updates | Included | Included | Included |
| **PRICING** | **Included with all packages** | Provided in the Order Form | Provided in the Order Form |

3.3  Explanation of Service Plan Features.

a.  Remote Support. these are the means that Service Provider will use to respond to any Customer communications related to service/support matters. Please note that all such communications will occur during the Service Window. Please note that Screen Sharing depends on Customer being able to use the same screen sharing application used by Service Provider and having a functional Internet connection. Service Provider is in no way responsible for, and shall in no way be liable for, the failure of Customer to successfully use the screen sharing application used by Service Provider.

b.  Service Window. All Response Time and Service Windows are only available in EST or GMT time zone and refer to a Service Response, not time to generate a solution. All Response Times and Service Windows might be affected by the occurrence of any Force Majeure Event (as defined in Section 15.4 of the Agreement). Unless impacted by a statutory holiday applicable to businesses operating in New York, NY or London, UK, Service Provider personnel will be available to handle service/support matters during the Service Window indicated above. Please note, however, an applicable statutory holiday may result in a shortened Service Window on a given weekday or even possibly no Service Window. Also, please note that Service Provider reserves the right to cancel the Service Window for Winter Holidays from December 23 to January 2. Please note that Service Provider personnel may be able to provide assistance outside of the Service Window times; however, this must be arranged separately with Service Provider and is not guaranteed.

c.  Response Time. Service Provider will respond to Customer's service/support-related inquiries and requests within the applicable Response Time as discussed in Section 3.3 b. above; provided, however, that the Response Time is only effect during the Service Window for that day. In case there are fewer hours remaining in the Service Window than are in Customer's Response Time (as set forth in the table above), the Response Time will extend into the next date with a Service Window. Please note that on most days, the Service Window extends from 9 AM CET to 6 PM EST but, as discussed in "Service Window" above, on some dates the Service Window will be shorter.

The response from Service Provider will not be an automated response but a specific acknowledgement by Service Provider personnel regarding the issue submitted. For the avoidance of

doubt, Response Time refers to a response only; time required for a solution to any submitted issue will be determined on a case-by-case basis.

Please note that in case of discrepancy between the two, the Response Time is determined by the time at which Service Provider receives such e-mail, not the time at which such email was sent.
Please note that Service Provider's ability to comply with this Section 3.3 may be impacted by Customer's failure to cooperate or provide necessary resources or information to Service Provider.

Please also note that, as Service Provider only guarantees service in English, if Customer sends a service/support-related inquiry or request in a language other than English, the appropriate Response Time above shall not be applicable unless Customer has made specific arrangements with Service Provider for support in non-English languages

d.  Review Sessions. These are sessions during which Service Provider personnel will consult with Customer in regards to Customer's use of the Service and any Customer Feedback or other comments related to that usage. For Customers located in (i) New York, NY, (ii) London, UK or (iii) Paris, France, to the extent possible, Review Sessions shall be conducted in person. If not possible, or for Customers located in other cities, Review Sessions shall be conducted by teleconference or other means.

e.  Support Fees.
  i.  On-site Support Hours for GPS Events. (not applicable for GPS Samples and Publisher): Service Provider shall provide one person to assist on-site with an event organized through GPS Events. For those Customers using GPS Events and that are located in (i) New York, NY, (ii) London, UK or (iii) Paris, France, Service Provider personnel shall be available upon sufficient prior notice to provide On-site Support for the use of GPS Events at an event. On-site Support may also be available for other locations as well, schedule permitting, provided that Customer pays for all travel, accommodation and related expenses for Service Provider personnel. Cancellation of scheduled On-site Support will not be accepted later than one (1) hour before the start time of the On-site Support. Any On-Site Support cancelled less than one hour before the scheduled time for that On-Site Support shall be treated as On-Site Support hours used by Customer and, if applicable, Customer shall be invoiced, and be obligated to pay, for such On-Site Support hours. Please note that On-site Support cannot be requested in periods of less than an hour and, for purposes of determining usage of On-site Support hours, all partial On-site Support hours will be rounded up to the next whole hour. For example, if Service Provider provides three hours and thirty minutes of On-site Support, that will be treated for account management and, if applicable, invoicing purposes as four hours. Additional On-site Support Hours can be purchased at the following rates: US$200/Hour; £100/Hour; €125/Hour. Cancellation of scheduled Online Support will not be accepted later than one (1) hour before the start time of the On- site Support.
  ii.  Online Support/Training. this feature is the number of Training hours included in a Service Plan. If Customer has a location in (i) New York, NY, (ii) London, UK or (iii) Paris, France, Customer can request that Service Provider perform the Training at that location. Otherwise, all Training shall be conducted remotely. If Customer prefers Training in a language other than English, Customer should contact Service Provider regarding this request as early as possible. Cancellation of scheduled Training will not be accepted later than one (1) hour before the start time of the On-site Support. Customer will be charged, and will be obligated to pay, for any Training hours cancelled less than one hour before the scheduled time. Please note that Training cannot be requested in periods of less than an hour and, for purposes of determining usage of Training hours, all partial Training hours will be rounded up to the next whole hour. For example, if Service Provider provides one hour and thirty minutes of Training, that will be treated for account management and, if applicable, invoicing

purposes as four hours. Additional On-site Support hours can be purchased at the following rates: US$200/Hour;
£100/Hour; €125/Hour.

f.          Maintenance. all regular and emergency maintenance of the Software is included at no extra charge such as automatic notification of incidents to the Service Provider's Hotline.

g.          Backups. Service Provider shall backup Customer Content (as defined in the Agreement) at the frequency set forth in the table above.

h.          System Updates. all generally available updates to the Service are included at no extra charge.

IV.        Service Credit.

4.1.    Service Credit Amounts. If Customer detects an Unplanned Disruption or Error in the Services, Customer shall notify Service Provider. If any such Unplanned Disruption or Error prevents Customer from accessing a substantial part or essential feature of the Services (each such event, an "Access Disruption"), Service Provider shall acknowledge (by email) such notice from Customer within the applicable response time set forth in Section III. If, following such a response by Service Provider, and despite commercially reasonable efforts of Service Providers, such Access Disruption continues without a substantially effective remedy and the Services is available for less than 99.5% per calendar month, Customer shall receive, provided that the relevant Error did not result from a Customer Cause, a Service Credit, against its monthly maintenance fees (to be determined on a pro rata basis based on the percentage of down time in any given the calendar month, to be calculated and reasonably determined by Service Provider) as described below:

(a)     two (2) hours or more during Business Hours (as defined in Section III) in a given calendar month, then Service Provider shall provide a service credit to Customer in an amount equal to one percent of Customer's monthly maintenance fee applicable to the relevant part or feature of the Services and in respect of the relevant calendar month;

(b)     four (4) hours or more during Business Hours in a given calendar month, then Service Provider shall provide a service credit to Customer in an amount equal to two percent of Customer's monthly maintenance fee applicable to the relevant part or feature of the Services and in respect of the relevant calendar month;

(c)     eight (8) hours or more during Business Hours in a given calendar month, then Service Provider shall provide a service credit to Customer in an amount equal to four percent of Customer's monthly maintenance fee applicable to the relevant part or feature of the Services and in respect of the relevant calendar month; and

(d)     twenty-four (24) hours or more during Business Hours in a given calendar month, then Service Provider shall provide a service credit to Customer in an amount equal to ten percent of Customer's monthly maintenance fee applicable to the relevant part or feature of the Services and in respect of the relevant calendar month;

provided, however, that Service Provider shall have no obligation to provide a service credit to Customer in respect of any Access Disruption that is caused by any Force Majeure Event (as defined in Section 15.5 of the Agreement) or Customer's misuse of the Services.

4.2.    Service Provider covenants and agrees that, in respect of any disruption or error in the Services that does not result in an Access Disruption, Service Provider shall acknowledge (by email) any notice from Customer to such effect within twenty-four (24) hours.

4.3.    <u>Compensatory Purpose</u>. The Parties intend that the Service Credits constitute compensation to Customer, and not a penalty. The Parties acknowledge and agree that Customer's harm caused by Service Provider's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Service Provider's breach of its obligations under this SLA. Customer acknowledges and accepts that payment of the Service Credits set forth above in Section 3.1 shall constitute Service Provider's sole liability, and Customer's sole recourse, for any Access Disruption or other disruption or error in the Services.

4.4.    <u>Issuance of Service Credits</u>. Service Provider shall, for each invoice period under the Agreement, issue to Customer, together with Service Provider's invoice for such period, a written acknowledgment setting forth all Service Credits to which Customer has become entitled during that invoice period. Service Provider shall pay the amount of the Service Credit as a debt to Customer within thirty (30) days of issue of the Service Credit acknowledgment.

4.5.    <u>Exclusion</u>. This SLA and any applicable Sections regarding Service Credit do not apply to any Service Providers performance or service issues (a) due to factors outside Service Provider's reasonable control; (b) that resulted from use of Customer's or third party hardware or software; (c) that resulted from actions or inactions of Customer or third parties; (d) caused by Customer's use of the software after Service Provider advised Customer to modify its use of the software, if Customer did not modify its use as advised; (d) attributable to any other software, hardware, facilities, or equipment that the provider has not supplied or approved for use by the customer or (e) attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access the software by means of Customer's passwords or equipment.