MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

This Master Services Agreement Terms and Conditions, including Schedule A (provides a description of all our Services and Additional Terms and Conditions for specific Services), and the Service Level Agreement (collectively "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 Launchmetrics Germany GmbH, (referred to herein as "Service Provider"; "us"), a limited liability company registered in the Commercial Register of Munich Local Court under HRB 245516 having its principal offices at Leopoldstraße 8-10,12 in 80802 Munich, Germany.

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.

Agreement

1. Overview.

1.1. Service Provider shall make the proprietary information technology services as described in Schedule A ("Services") available to Customer pursuant to the terms and conditions set forth in this Agreement.

1.2. Customer shall communicate all technical support, training, customization, and update requests through email to support@launchmetrics.com. Service Provider warrants that it will use commercially reasonable efforts to keep the technical support services up and running.

2.Term and Termination.

2.1. The term of this Agreement shall commence on the Effective Date and shall continue in effect for thirty-six (36) months (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 one-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 an original written notice (wet ink copy) 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.

2.2. 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.

2.3. 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.

2.4. A Party may terminate this Agreement immediately if: (i) the other Party ceases to carry on its business; and (ii) a receiver or similar officer is appointed for the other Party and is not discharged within thirty (30) business days.

2.5. Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Service Provider will make Customer Content as defined in Section 5.1) or other data available to Customer for export or download. After such 30-day period, Service Provider will have no obligation to maintain, unless legally prohibited, or provide any Customer Content or data.

3. Service Provider Responsibilities.

3.1. Service Provider shall make the Services available to Customer pursuant to the terms and conditions set forth in this Agreement.

3.2. Service Provider covenants that: (a) it shall provide support for the Services in accordance with the applicable Service Plan selected by Customer; (b) it shall provide sufficient data storage to store the data generated through the Services; and (c) 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 Service Level Agreement ("SLA"), including storage of back-up data off the premises of Service Provider.

3.3. During the Term, Service Provider will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer

Personal Data, as described in the Processing Agreement ("DPA") if executed separately, which forms part of the Agreement.

3.4. Service Provider undertakes that each data hosting service contracted by Service Provider in connection with the Services shall be certified under the highest standards of information security such as ISO/IEC 27001 or an equivalent or superior certification (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 Content (as defined in Section 5.1) 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 if executed separately.

4. Customer Obligations.

4.1. Customer is responsible for all activities that occur under Customer's user accounts. Customer shall instruct Users (i.e. designated employees of Customer; designated employees of Customer's Affiliates; and any other designated individual who is not an employee of Customer) 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 User may only be used by such User. Customer hereby covenants that it shall permit use and access of the Services solely by Users and solely for Customer's own internal business purposes, 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, other than as expressly contemplated by this Agreement. "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.

4.2. Customer shall (a) 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); (b) not interfere with or disrupt the integrity or performance of the Services or the data contained therein by (i) attempting to gain unauthorized access to the Services or its related systems or networks; or (ii) knowingly, recklessly or negligently sending or storing 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; (c) not use any of Service Provider's Confidential Information (as defined in Section 7.1 below) and Service Provider Intellectual Property Rights (as defined in Section 5.4 below) to create any service, software or other documentation that performs similar functionality, feature and graphic to that of the Services; and (d) 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.

5. Proprietary Rights and License.

5.1. Customer hereby grants to Service Provider a nonexclusive, royalty-free, worldwide right and license to access, host, store, 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.

5.2. 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 and

compliance with contractual obligations. Customer further agrees that Service Provider: (i) may create and distribute compilations, studies, analyses, reports and other materials ("Analyses") based upon Personal Data (as defined in the Processing Agreement) that 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"); and (ii) owns and has the exclusive right to use Aggregate Data and Analyses for any purpose.

5.3. Customer grants to Service Provider and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestions, enhancement requests, recommendation, correction or other feedback ("Feedback") provided by Customer or Users relating to the operation of Service Provider's or its Affiliates' services. 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. "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.

5.4. Customer understands, acknowledges and agrees that the proprietary elements of the Services (excluding Customer Content and Press Clipping Content as defined below) are and shall remain the sole and exclusive property of Service Provider, including but not limited to 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.

5.5. 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.

6. Fees.

6.1. In consideration of Service Provider's provision of the Services and related services hereunder, Customer shall pay the fees set forth in the Order Form (the "Fees"). In addition, Service Provider shall invoice Customer for any additional services (e.g. additional training purchased by Customer) if requested by Customer.

6.2. If Customer fails to pay any amount due hereunder by the due date thereof, then, without limiting the Service Provider's remedies under this Agreement, the Customer shall pay an interest on overdue sums at a rate provided for under Sec. 288 German Civil Code ("BGB") ("Late Fees").

6.3. 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 – except for subsequent performance claims (Sec. 439 BGB) -, 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.

6.4. 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.

6.5. 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 become due and payable within five (5) days.

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

6.7. 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.

6.8. Service Provider reserves the right to increase the Fees in accordance with an increase of Service Provider's costs in context with the provision of Services from time to time. Parties will mutually agree on Fees in case Service Provider demands an increase exceeding five percent (5 %).

7. Confidentiality.

7.1. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and 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.

7.2. Notwithstanding the above, 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.

7.3. Each Party, as Receiving Party, agrees that for the Term of this Agreement and for twelve (12) months following the expiration or earlier termination of this Agreement, 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, 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.

7.4. Failure of Customer to comply with Section 7.3 shall be deemed a material breach as set forth in Section 2.

7.5. Confidential Information does not include any information that : (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.

7.6. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, 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"). 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.

7.7. 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.

8. Representations and Warranties.

8.1. 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) as far as it is aware, 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.

8.2. Service Provider represents and warrants that, during the Term, it will perform the Services substantially in accordance with their intended purposes (Sec. 434 (1) No. 1 BGB),

though Service Provider does not represent or warrant that the Services will be error-free, or that the results obtained by Customer through the Services will meet Customer's requirements. 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 acknowledges and agrees that Service Provider has used reasonable efforts to minimize defects or errors in the Services and Customer assumes the risk of any and all damage or loss from use, or inability to use, the Services and/or the results obtained by Customer through the Services, except for damage or loss arising out of the wilful misconduct or negligence of Service Provider or as otherwise expressly provided herein.

8.3. 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.

9. Indemnification.

9.1. 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 legal costs and expenses) arising out of Service Provider's breach of the representation or warranty set forth in Section 5.5 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.

9.2. 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.

9.3. 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.

9.4. 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 defence of any Claim (and any settlement); and (iii) cooperating with the indemnifying Party in the defence 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 defence or any Claim and employ its own counsel in connection therewith.

10. Limitation of Liability.

10.1. Except for the indemnification provided in Section 9 and claims arising from Service Provider's breach of its confidentiality obligations set out in Section 7 including the Processing Agreement reference herein), and claims arising from Service Provider's breach of Section 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, or otherwise, even if it has been advised of the possibility of such damages, shall not exceed typically predictable damages.

10.2. Except as a result of a Party's wilful misconduct or gross negligence, or a Party's breach of Sections 5.4 and 5.5, 7, or Service Provider's breach of Section 9.1, and other material contractual obligations, neither Party hereto shall be liable for any 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.

11. General.

11.1. 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.

11.2. 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.

11.3. 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 11.3 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.

11.4. Force Majeure. Except for obligations to pay amounts due pursuant to 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 labour 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.

11.5. 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 11.5 and delivered by: (i) first class post, 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 postal or courier service (as applicable) 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.

11.6. 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.

11.7. Governing Law, Jurisdiction and Venue. This Agreement shall be construed, enforced, performed and in all respects governed by and in accordance with the laws of Germany. For all legal issues concerning the validity, interpretation, or execution of this Contract, the Parties agree to try their amicable settlement. In case of lack of an amicable settlement, the Parties submit to the exclusive jurisdiction of the courts of Munich, expressly waiving any other jurisdiction that may apply whenever the place of performance of the contract or the address of the defendant. 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.

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

11.9. 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 the characteristics required to be legally binding as per the laws set forth in Section 11.7 as governing this Agreement.

SCHEDULE A

This Schedule contains Additional Terms & Conditions applicable to some services. Please read carefully.

Services

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

2. **Samples**[SM] "Samples" means the Services that allow 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**[SM] "Events" means the Services that allow 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**[SM] "Discover" means the Services that allow 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 through newsletter and online coverage books, and export media coverage reports. FOR FURTHER INFORMATION, PLEASE READ DISCOVER ADDITIONAL TERMS & CONDITIONS.

5. **GPS Radar®** "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 emails and PDFs that may be generated automatically or by request of a Users.

6. **Galleries℠** The "Galleries Services" means the Services that allow 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 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" means the network, platform and services that allow 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.

9. **Insights℠ and Data-Services℠.** These Services enable Users to track and analyze the Customer's public awareness in print, online press and social media, as well as to produce reports and perform competitive benchmarking.

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 3.3.e of the SLA.

"Support Hours" has the meaning set forth in Section 3.3.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 11.4 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 or in German 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 or German.

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 11.4 of the Agreement). Unless impacted by a statutory holiday applicable to businesses operating in New York, NY or London, UK, or Munich, Germany, 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 or German, if Customer sends a service/support-related inquiry or request in a language other than English or German, the appropriate Response Time above shall not be applicable unless Customer has made specific arrangements with Service Provider for support in other 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) Munich, Germany, 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 organised through GPS Events. For those Customers using GPS Events and that are located in (i) New York, NY, (ii) London, UK or (iii) Munich, Germany, 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; £150/Hour; €190/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) Munich, Germany, 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; £150/Hour; €190/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 11.4 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. Compensatory Purpose. 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 4.1 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. Issuance of Service Credits. 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. Exclusion. 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.