

EXHIBIT A: MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“Agreement”) is effective as of the Effective Date of the True Fit Order Form (“Order Form”) in which this Exhibit A is incorporated, between Retailer and True Fit.

1. Definitions. Terms with initial capitalized letters not defined in this Agreement will have the meanings ascribed in the Retailer Order Form.

“**360 Member View Data**” means first party demographic information, behavioral data, shopper preference data and other True Fit proprietary data.

“**Intellectual Property**” means any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, software development tools, know-how, processes, methodologies, templates, frameworks, algorithms, software code, creative content, works of authorship, and other materials, and all intellectual property rights therein.

“**Launch Date**” means the first date on which any part of the Service is live for Retailer’s consumers.

“**Retailer Content**” means photos, text, graphics, artwork, video, or other tangible material provided or made available by Retailer to True Fit for use on the Retailer e-Commerce Site.

“**Retailer e-Commerce Site**” means any webpage or mobile access that enables end-users to access products offered for sale, and/or to purchase such products, that is owned, operated or controlled by Retailer.

“**Retailer Marks**” means all trade names, trademarks, service marks, and logos owned by Retailer or its Related Entities, and the goodwill associated therewith.

“**Retailer Catalog Data**” means the product details about the items available for sale through Retailer e-Commerce Site(s).

“**Retailer Transaction Data**” means information provided by Retailer to True Fit regarding purchases made through Retailer e-Commerce Site(s).

“**Retailer Private User Data**” means the personal information provided by a Retailer User to Retailer to create a Retailer User account.

“**Retailer User**” means any person who uses and/or makes purchases via any Retailer e-Commerce Site.

“**Service**” means the service provided by True Fit.

“**Service User(s)**” means those Retailer Users who have a True Fit profile and receive the True Fit Service through the Retailer e-Commerce Site.

“**True Fit Registration Data**” means the information provided by a Retailer User to create a True Fit profile on the Retailer e-Commerce Site to enable the Retailer User to use the Service.

2. Service.

2.1 **True Fit Obligations.** True Fit will use commercially reasonable efforts to provide the Service beginning on the Launch Date.

2.2 **Retailer Obligations.** Retailer will provide full cooperation to enable True Fit to provide the Service, and comply with the requirements of Exhibits D (Standard Adoption Requirements) and E (Data Requirements).

2.3 **Suspended Access.** Each Party retains the right, at any time, and without prior notice to the other Party and without breaching this Agreement, to suspend Retailer User and/or Service User access to any or all of the Service for any reason.

3. License Grants and Intellectual Property.

3.1 **True Fit Licenses.** True Fit hereby grants to Retailer a non-exclusive worldwide right and license during the Term (a) to access the Service through the Retailer e-Commerce Site, (b) to market the availability of the Service and (c) to enable Retailer Users to access and use the Service. If the Service package Retailer purchases includes 360 Member View Data, True Fit grants to Retailer a non-transferable, non-sublicensable, revocable, limited license to use the 360 Member View Data and incorporated True Fit Registration Data during the Term, solely for enabling Retailer to (i) enhance Retailer’s internal understanding of its shoppers, (ii) design and develop calculations, systems and analytic models to generate inferred metadata regarding shoppers, products, and trends which can be used to enhance or alter shopping experiences, or make business decisions, and (iii) enable third-party software and service providers to provide an enhanced impact solely for the benefit of Retailer. Upon termination of this Agreement, Retailer shall immediately and permanently delete or destroy all 360 Member View Data and True Fit Registration Data, and all data derived therefrom.

3.2 **Retailer Licenses.** Subject to the terms of this Agreement, Retailer hereby grants to True Fit (a) a non-exclusive worldwide, royalty-free license to use and reproduce Retailer Marks and Retailer Content during the Term solely for purposes of enabling True Fit to provide the Service; and (b) a perpetual, irrevocable, nonexclusive, royalty free, fully paid up, worldwide license to Retailer Transaction Data and Retailer Catalog Data for use in providing the True Fit Service.

3.3 **Intellectual Property.** Except as expressly stated in this Agreement, no right, title, license, or interest in either Party’s Intellectual Property is intended to be given to or acquired by the other Party as a result of the execution or performance of this Agreement.

3.4 **Restrictions on Use.** Retailer will not disassemble, reverse engineer, or decompile the code of any True Fit Intellectual Property. Retailer shall not export any part of the Services, including (without limitation) the True Fit Registration Data or 360 Member View Data, or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable

export laws, rules, and regulations. To the extent any such export laws, rules, or regulations prohibit True Fit from complying with any of its obligations hereunder to deliver the Services and incorporated True Fit Registration Data or 360 Member View Data, or copies thereof, such failure shall be excused and shall not constitute a breach of this Agreement. Additionally, Retailer shall not (a) combine, incorporate, utilize, or distribute copies of the Service, True Fit Registration Data or 360 Member View Data, with or in connection with any product or system which, alone or in combination with such copies, infringes any other person's or entity's Intellectual Property or other rights; (b) use the True Fit Registration Data or 360 Member View Data to provide a size and/or fit solution internally on or through Retailer's website or application, or through any of Retailer's service providers or affiliates; and/or (c) use the True Fit Registration Data or 360 Member View Data to develop, create or provide any commercial product, service or solution that is competitive in nature with True Fit's size and fit solutions.

4. Integration. True Fit will use commercially reasonable efforts to implement and provide the Service.

4.1 Personnel. Each Party will be liable for all acts and omissions of any of their respective personnel.

4.2 Maintenance. During the Term, the Parties will, at each Party's own expense, make commercially reasonable efforts and cooperate to ensure that the Service is maintained so as to be compatible with, and accessible to Retailer Users and Service Users.

5. Payments.

5.1 Fees. Retailer shall pay the Fees set forth on the Order Form. All Fees are exclusive of any applicable taxes, duties, or governmental charges ("Taxes"), which Retailer shall bear in addition to the stated Fees. If withholding Taxes apply, Retailer shall gross up payments to ensure the Company receives the full agreed amount. Non-U.S. Clients are solely responsible for self-assessing and remitting any applicable Taxes. Unless expressly set forth in the Order Form, Fees may be adjusted annually if Retailer's Service tier changes, in the event True Fit updates its current pricing, or upon renewal (as set forth in Section 7.1). Retailer shall be provided with at least thirty (30) days advance notice of any pricing change.

5.2 Payments. All Fees shall be due and payable thirty (30) days from date of invoice by ACH or wire transfer. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Failure to pay any amount when due under this Agreement shall be a material breach hereof.

6. Data Ownership and Delivery.

6.1. True Fit Registration Data and 360 Member View Data. Subject to any rights or licenses granted in this Agreement, True Fit retains all right, title and interest in all True Fit Registration Data and 360 Member View Data whether collected before, during or after the Term.

6.2 Retailer Transaction and Catalog Data / Retailer Private User Data. Subject to any rights or licenses

granted in this Agreement, Retailer retains all right, title and interest in all Retailer Transaction Data, Retailer Catalog Data and Retailer Private User Data, whether collected before, during or after the Term.

6.3 Data Delivery. Retailer will deliver to True Fit the Retailer Transaction and Catalog Data in a manner that allows the Retailer Transaction and Catalog Data to correspond with the applicable Service User to enable such user to experience the Service (e.g., Product IDs that correspond to Product IDs used on the retailer ecommerce site).

7. Term and Termination.

7.1 Term. The Term of this Agreement is set forth on the Order Form. Thereafter, the Order Form shall automatically renew for successive twelve (12) month periods, and applicable Fees shall be invoiced annually in advance, unless either Party notifies the other Party in writing at least sixty (60) days prior to expiration of the Term or then current renewal period of its desire not to renew. Unless otherwise specified on the Order Form, Fees for each renewal term may increase year over year by the greater of (a) 3%, or (b) the percentage increase in the Consumer Price Index for All Urban Consumers reported by the U.S. Bureau of Labor Statistics for the 12 preceding months.

7.2 Termination for Breach. Either Party may terminate this Agreement effective upon thirty (30) days prior written notice if the other Party breaches any material provision in this Agreement and fails to remedy such breach within the thirty (30) day period after receipt of such written notice by the breaching Party, or such additional reasonable period of time if such material breach is not capable of cure within thirty (30) days, with such cure period not exceeding sixty (60) days.

7.3 Insolvency; Cessation of Business. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party has ceased operations in the normal course of business.

7.4 Survival. Upon termination or expiration of this Agreement, the following provisions shall survive: Sections 1, 3.2, 6-11, and Exhibits, to the extent relevant to the surviving sections.

8. Confidential Information. In the event the Parties entered into a confidentiality agreement, NDA or MNDA for purposes of discussing a potential business relationship, such agreement is hereby terminated and replaced with this Section 8.

8.1 Each Party ("Receiving Party") acknowledges that it may receive from the other Party ("Disclosing Party") confidential information relating to the Disclosing Party and such information includes, but is not limited to, technical, business, marketing and financial information, and any other information that could reasonably be considered confidential or proprietary to the Disclosing Party ("Confidential Information"). The terms of this Agreement and any Order Form, the Services, 360 Member View Data, True Fit Registration Data, and all information relating to the foregoing or derived therefrom, shall be considered Confidential Information

of True Fit. For purposes of this Agreement, Confidential Information does not include information that is or becomes generally available to the public other than through a wrongful act of the Receiving Party; is or becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it to the Receiving Party; or is independently developed by the Receiving Party, its employees or third party contractors without reference to or use of the Disclosing Party's Confidential Information.

8.2 During and after the term of this Agreement, the Receiving Party shall: (a) not use (except as authorized by this Agreement) or disclose Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party; and (b) take no less than the same measures that it takes with its own Confidential Information, and in any case no less than reasonable measures, to maintain the Confidential Information of the Disclosing Party in confidence.

8.3 Either Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure, cooperates with the Disclosing Party so that the Disclosing Party has the opportunity to obtain appropriate confidential treatment for such Confidential Information, and if disclosure is required by the Receiving Party, the Receiving Party shall limit such disclosure as much as possible.

8.4 Except as otherwise set forth herein, all Confidential Information made available hereunder by the Disclosing Party, including all copies, notes, summaries, and excerpts thereof, shall be returned, destroyed or deleted by the Receiving Party upon request by the Disclosing Party, unless the Receiving Party is required to retain copies thereof to comply with recordkeeping requirements of any governmental agency. Any Confidential Information that cannot be returned or destroyed or deleted will remain confidential, subject to the terms of this Section 8.

8.5 All Confidential Information disclosed by Disclosing Party shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except for the limited use right set forth herein) operate to transfer, or operate as a grant of any intellectual property rights in the Confidential Information.

9. Indemnification.

9.1 True Fit Indemnification. Subject to Retailer's performance of its obligations under this Agreement, True Fit shall indemnify, defend and hold harmless Retailer from and against any losses, assessments, claims, damages, liabilities, costs and expenses, including reasonable attorneys fees (collectively "**Losses**") that arise out of or relate to a third party claim or allegation (a "**Third Party Claim**") that the Service infringes any patent, copyright, trademark, or other intellectual property right, or misappropriate any trade secret of any third party ("**Third Party Infringement Claim**"). THE FOREGOING SETS FORTH TRUE FIT'S EXCLUSIVE OBLIGATION AND ENTIRE LIABILITY WITH

RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. True Fit shall have no obligation under this section to the extent such claim or suit arises from: (a) compliance by True Fit with Retailer's specifications; (b) modification of Service, True Fit Registration Data or 360 Member View Data other than by True Fit; (c) the combination of True Fit Registration Data or 360 Member View Data with products or services other than those supplied by True Fit; (d) Retailer continuing any manufacturing, distribution, or licensing after being notified of any allegedly infringing activity or after being informed or of provided with modifications that would have avoided the alleged infringement; or (e) Retailer's use of the Service, True Fit Registration Data or 360 Member View Data that is not strictly in accordance with the license granted hereunder.

9.2 Retailer Indemnification. Retailer shall indemnify, defend and hold harmless True Fit and its officers, directors, employees, agents, and affiliates from and against any Losses that arise out of or relate to a Third Party Claim resulting from or in connection with any act or omission by Retailer, including but not limited to, liabilities for personal injury and product liability.

9.3 Conditions for Indemnification. For a Party to be indemnified or defended in accordance with this section, the Party seeking indemnification shall promptly notify the indemnifying Party in writing of such Third Party Claim, the indemnifying Party shall have the sole control of the defense and/or settlement thereof, and the indemnified Party furnishes to indemnifying Party, on request, all relevant information available to indemnified Party and reasonable cooperation for such defense, at the indemnifying Party's expense. The indemnifying Party shall not admit or settle any such claim or suit without the prior written consent of the indemnified Party.

10. Disclaimers: Limitation of Liability.

EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS GIVEN THAT THE SERVICE PROVIDED HEREUNDER IS SECURE, WILL BE CONTINUOUSLY AVAILABLE, OR IS ERROR FREE.

THE TOTAL LIABILITY OF THE PARTIES IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE FEES RETAILER ACTUALLY PAID TO TRUE FIT FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. RETAILER UNDERSTANDS THAT TRUE FIT IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE, OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN TRUE FIT. RETAILER

ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY CONTAINED HEREIN REFLECTS A FAIR ALLOCATION OF RISK THAT IS AGREED TO BY THE PARTIES AND THAT WITHOUT SUCH LIMITATION, THIS AGREEMENT WOULD NOT HAVE BEEN MADE.

11. General.

11.1 Assignment. Retailer may not assign or transfer any of its rights or obligations under this Agreement. Any attempt at such assignment will be void without the prior written consent of True Fit. True Fit may not assign or delegate any or all of its rights and obligations under this Agreement unless it is to a successor in interest in connection with a merger, consolidation, or sale of all or substantially all of its assets or equity or that portion of its business to which this Agreement relates.

11.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in state or federal courts located in Massachusetts, and each Party irrevocably submits to the sole and exclusive jurisdiction of these courts.

11.3 Dispute Resolution. Any and all disputes between the Parties which are not resolved in the normal course of business shall be promptly referred in writing to each Party's business contact responsible for performance of this Agreement. If the parties are unable to resolve the dispute within their thirty (30) calendar day period (as it may be extended), then either Party may initiate litigation or other remedies available under law or equity.

11.4 Miscellaneous. No term or condition of this Agreement may be amended or waived except by mutual written agreement. The Parties are independent contractors, and nothing herein will be construed to create a joint venture, partnership, or the relationship of principal and agent between the Parties. This Agreement may be executed in multiple counterparts (including by electronic, facsimile or PDF execution), each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. If any provision of this Agreement is determined by a court or other authority having competent jurisdiction to be void, illegal or otherwise unenforceable: (a) that provision will be enforced to the maximum extent allowed so as to effect the intent of the Parties; and (b) all other provisions of this Agreement will remain in full force and effect. To the extent there is a conflict between the terms of this Agreement and any Order Form, the terms of the Order Form shall control. If performance of any obligation under this Agreement or an Order Form is prevented by any condition beyond the reasonable control of the affected Party (a "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, will be excused from such performance to the extent of such prevention. The foregoing shall not relieve a Party from its obligation to use all commercially reasonable efforts to resume performance under this

Agreement or Order Form as soon as possible following the Force Majeure Event. Retailer hereby grants True Fit the right to identify Retailer as a customer and display Retailer's name and logo on True Fit's website, and in marketing and sales materials.

11.5 Advocacy Clause. Retailer agrees to advocate for True Fit and accepts the following obligations: (i) Retailer agrees to actively work on and publish, within ninety (90) days of effective date of this Agreement, a case study highlighting Retailer's use of True Fit and inclusive of verified % increase in net revenue; (ii); Retailer agrees to participate in up to three (3) reference calls in each calendar year, subject to reasonable notice and Retailer availability; (iii) Retailer agrees to participate in up to two (2) press calls in each calendar year, subject to reasonable notice and Retailer availability; (iv) Retailer agrees to participate in up to one (1) analyst/investor call in each calendar year, subject to reasonable notice and Retailer availability; and (v) Retailer agrees to participate in a joint press release announcing relationship between the Parties, subject to Retailer's review and approval of said release. Failure to meet these obligations will result in loss of the consideration given by True Fit for this Section subject to a thirty (30) day notice and cure period.