

GENERAL TERMS AND CONDITIONS OF THE SIZERPRO SERVICE.

Recitals

FITLE is a stock company with capital of €202.527,00 €, registered with the Nanterre Trade and Companies Register under number 798 896 585 and headquartered at 13, Place Dominos (92400). FITLE performs the service of size recommendation online "SIZERPRO". This service is a modular plugin software which is easily integrated onto the websites of partner clothing brands, allowing End Users to have a quick recommendation on the size they should choose. "SIZERPRO" is available remotely as "Software as a Service" (SaaS) and operated through APIs and software libraries.

Compatible with major CMS applications, the service allows brands to improve the online experience of their End Users. Once the Client is satisfied that the SIZERPRO service will meet his needs, the Client can proceed to order the SIZERPRO service under the terms and conditions hereof. Signature of the Purchase Order by the Client constitutes full acceptance of these general terms and annexes.

ARTICLE 1. DEFINITIONS

Terms which are capitalized, used in either the singular or plural, shall have the meaning given to them below:

Anomaly: Reproducible malfunction or unavailability of the service.

Applications: Access to the Service via a set of operating parameters, identified by a unique ID number, available to the Client. Applications enable the Client to offer his End Users a virtual clothing fitting, via his own Client website. Applications are controlled within the limits stipulated in the Purchase Order. Only one application may be available to End Users through the website, the other ID being used only for development and testing phases.

Purchase Order: The Purchase Order stating the details of the service as requested by the Client, subject to the full terms and conditions set out therein.

End Users: Customers of the Client who use SIZERPRO technology for size recommendation and/or buying clothes on the website, through the Service.

Contract: The General Conditions set out herein and its annexes, together with the Purchase Order signed by the Client, to the exclusion of any other document.

Documentation: The standard documentation of the Service, available online.

Data: Client's data and files hosted or collected as a result of the Service, including data related to End Users.

Evolution: The functional or technical evolution of the Service implemented by SIZERPRO at its discretion, and deployed automatically to all Clients.

Infrastructure: The technical infrastructure used by SIZERPRO via its subcontractor host to provide the Service.

Initialization: The delivery prior to the Service including (i) the setting-up of the Service, (ii) Data loading and (iii) interconnection with the Client website. The content and the duration of the initialization are set out in the Purchase Order. The Initialization precedes access to the Service for users.

Maintenance: The correction of any potential abnormalities in the Service software.

Period: The period in which the contract exists. This may be monthly, semi-annually or annually, as stipulated in the Purchase Order.

Additional Services: Any separate provision that Client is entitled to order, via the Purchase Order. So long as the Additional Services appear in the SIZERPRO catalog, or quotation and SIZERPRO is able to provide the same Services.

Recovery: In the event of any malfunction, the restoration of the availability of the Service.

Service: The remote application service "SIZERPRO" modules as listed in the Purchase Order. The Client can access the service via APIs, software libraries or plugins.

Site: The merchant website (or not) of the Client, which is interconnected with the Service. The Client is at all times solely responsible for the Site.

User: Persons expressly authorized by the Client (i.e. staff) to gain access to the Service, via the Client Site.

ARTICLE 2. PURPOSE

The General Conditions set out herein define the terms and conditions under which the Client utilizes the Service, in exchange for the user fee paid to SIZERPRO by the Client.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The Contract and its annexes constitute the agreement between the parties, to the exclusion of any other documents. Specifically, under this Article the Client purchase conditions and the SIZERPRO preliminary commercial proposal are also excluded from the definition. Certain modules of the Service, created and developed by third parties, may lead to establishment of additional terms, which subsequently shall also incorporate the Contract. The Client undertakes to distribute to the operating rules of such third party modules to their End Users and any data hosting providers.

In the event of any conflict or disparity between the Purchase Order and the General Conditions, the Purchase Order shall prevail. In the case that there is any uncertainty as to the extent and/or nature of Services, the Purchase Order shall be interpreted in conjunction with the General Conditions and the SIZERPRO preliminary commercial proposal.

ARTICLE 4. DURATION

The Contract is effective upon receipt of the Purchase Order by SIZERPRO which must be signed by the Client. The Client could benefit of a fixed months of trial period if specified in the contract on its 12 months contract.

ARTICLE 5. REQUIRED CONFIGURATION

The Purchase Order details the technical prerequisites to which the Client must comply. The Client is responsible for providing his own web access and ensuring the compatibility of his IT environment. If the Client fails to ensure that his computer software is compliant, the Service can not be implemented. The recommended configuration for normal use of the Service is provided by SIZERPRO. The Service may only be used and configured following SIZERPRO recommendations, including the acceptance of cookies inherent to the stated needs of the Service. In the event that the Client system is rejected, the service can not be provided and SIZERPRO shall be under no further obligations to provide the same.

Whereby the Client wishes to change the configuration of initial use, the Client shall first inform SIZERPRO in writing. Thereafter SIZERPRO shall notify the Customer, within 15 days, clearly setting out any technical and financial consequences resulting from the change. SIZERPRO shall not accept responsibility for the functioning and compliance of the Service if the Client fails to notify SIZERPRO in advance and/or subsequently fails to comply with SIZERPRO recommendations.

ARTICLE 6. INITIALISATION OF SERVICE

6.1 Service Settings

As part of the initialization, SIZERPRO may provide the Client with the initial set-up (which does not include specific development or functional modification of Service) within certain parameters which shall be stated, following initial analysis carried out by SIZERPRO. In any event the Client acknowledges that it shall adapt its practices to the functionality and service management rules of SIZERPRO, and that a change in conduct and/or in-house practices and/or management shall be required.

The delivery terms and settings shall be specified in the Purchase Order. The settings shall be decided by the Client, on the date specified by SIZERPRO. The Client has a period of five (5) days to test the configured service, and contact SIZERPRO in writing to explicitly set out any reservations. SIZERPRO shall use all reasonable endeavors to address the same reservations, as

soon as possible. In the absence of written confirmation within the time limit specified above, or in the event that Client reservations and/or concerns involve third parties action an/or participation, the delivery terms and settings shall be deemed accepted, without recourse.

Whereby the Client requests specific adjustments, which exceed Service settings and capabilities, or whereby interconnection between the Site and the Service is incompatible, the Client may issue SIZERPRO with an additional quote, providing information regarding time scales and financial consequences of the proposed specific adjustment(s).

The initialization of Service may in no case be delayed or prevented by interconnection procedures or integration efforts made by the Client itself or any third party provider, which fall outside the scope of and/or are distinct from SIZERPRO procedures, API, and functionality of the Service.

6.2 Transmission of data in relation to the clothing

For each garment, transmission of essential Data to the indexing of measurements of each garment is made by the Client in the manner specified by SIZERPRO, which is responsible for integrating them in the computer system and make them available on the Infrastructure. The Client is solely responsible for the quality and nature of the data transmitted to SIZERPRO for recommendation. The Service does not include any service for monitoring, surveillance and cleaning of data, the integrity, legality and use are the sole responsibility of the Client. SIZERPRO makes no use nor reproduction of data not strictly necessary to the performance of the Service.

6.3 Service interconnection

In principle, interaction exists via the APIs, plug-ins and connectors of the Service without additional integration diligence. In order to benefit further from integration, the Client is entitled formulate other applications with SIZERPRO. In each case, the Client is solely responsible for obtaining, from the relevant publishers, prior rights and necessary permits in order to effect the collaboration and for any damage that may be caused as a result of a malfunction of a third party element. SIZERPRO disclaims any liability in the event of malfunction of the Service or damage to data, induced by software or third party elements with which the Service interacts. The Client acknowledges that SIZERPRO can not guarantee compatibility of the Service with other third party elements.

ARTICLE 7. ACCESS OF SERVICE

The Client accesses the Service through the resources provided by SIZERPRO. SIZERPRO resources are composed solely of terminals on which the data and functionality of the Service are displayed. Access to the Service may involve implantation of elements on the user terminals or on the Client Information System, enabling connection to the Service. In order to benefit fully from the Service, the Client expressly agrees not to remove these elements until the end of the Contract.

The estimated date of accessing Service is stipulated in the Purchase Order. The Client shall appoint an Administrator and Users. The Administrator is responsible for creating the access of Users to configure their entitlements and control and monitor the proper use of the Service in accordance with the Contract. Access to a User is established via access codes of information defined by the administrator who is responsible for the same. At each connection to the Service, the User shall indicates various codes, which are strictly personal and confidential. Any User code(s) which are lost or stolen must be reported promptly to SIZERPRO and the same code(s) shall immediately thereafter changed by the administrator.

In any event, the Client is solely responsible for all access and actions performed using the assigned codes. SIZERPRO disclaims all liability for intentional disclosure of the passwords provided. If applicable, SIZERPRO may charge Client for checks and repairs in case of fraudulent introduction or use of the Service by an unauthorized third party.

ARTICLE 8. DESCRIPTION OF SERVICE

8.1 Scope of Service

The Service includes remote access to selected modules of the Service by the Client Purchase Order, the Data hosting and service Maintenance and Restoration described below. Service granted to the Client includes standard modules and optional modules chosen by the Client, via the Purchase Order. Whereas some optional modules are developed by third party vendors and integrated into the Service by SIZERPRO. If applicable, SIZERPRO may submit to the Client specific additional conditions to these modules.

Service and Client Data are hosted on SIZERPRO servers or its subcontractor host servers, enabling remote processing and saving data. The fee of the Service is calculated in accordance with the visits of the Client website. If exceeded, SIZERPRO may upgrade the fee of the Client. These SIZERPRO records shall be logged and recorded, by either SIZERPRO or its subcontractor host, as

evidence in case of any dispute and such information is acknowledged by the Client.

For the purposes of the Contract, the Client expressly grants SIZERPRO and its subcontractor host a personal, non-assignable and non-transferable, legal right to reproduce the Infrastructure Data, solely for performance of the Service. This recognized right can not be used or transferred in any other way (other than expressly set out above) for the duration of the Contract and throughout the world.

SIZERPRO is not a contracting party to any other third party agreements and/or other transactions as between the Client and its End Users. The Client is solely responsible for establishing and cultivating relationships with End Users, for providing details regarding the conditions and use of its Site and any legal obligations, taxes and accounts that are associated or created as a consequence of the same relationships.

8.2 Security

SIZERPRO uses its reasonable endeavors to implement security measures in accordance with the best standards in force, against unauthorized access or attacks on data. It provides the software and physical locking infrastructure. Whereas the Client is solely responsible for securing its own computer system and its web access, and in particular the implementation of firewalls and antivirus software to protect its system and data.

8.3 Availability

SIZERPRO strives to ensure a 24 hour / 7 days, accessibility to the service, with an average availability of 99.5% subject to extended hours coverage (remote and on-site services) and after- hours preventative maintenance visits service suspensions and any other activity that would result in a breach to the Client. SIZERPRO implements a redundancy system to minimize any potential slowdowns or outages. In any event, the Client is notified of technical risks which are inherent and exist in the Internet and ALL delays or access interruptions that may result. The Client acknowledges that he is solely responsible for the effectiveness of his own Site connection. Accordingly, SIZERPRO can not guarantee the permanent availability and optimum Service and the Client acknowledges this information.

ARTICLE 9. ADDITIONAL SERVICES

The Client may ask SIZERPRO to provide support in conjunction with the Additional Services, not included in the initialization phase, which are either included in the SIZERPRO service catalog, or proposed via estimate if SIZERPRO can support the request. SIZERPRO disclaims any responsibility in case of incompatibility or malfunctioning third-party software. Specifically the Client may request training in the use and administration of the Service, at the rate in force on the date of the Purchase Order.

ARTICLE 10. RIGHT OF USE

Opening a Client account with SIZERPRO affords the Client a personal, non-exclusive, non-assignable and non-transferable use of the Service, in strict compliance with the Contract. This right is established from the date of the opening of Client account, for the duration of the Contract and any renewals, in the territory of the world, on payment of the fee stipulated in the Purchase Order.

Use of the Service means exploitation by Users expressly designated by the Client for the activation of features within the online sales activities of the Client, via its own website. Any correction, update or new version of the Service, entering the Purchase Order field, is subject to this Article.

It is strictly forbidden to manufacture, distribute, transfer or make available to third parties Applications that the Client has been authorized to generate. All generated Applications, shall not be made available to the public by the Client or by any other representative of the Client.

Whereby the Client is entitled to utilize modules, any use of the same modules by the End Users of the Client is carried out under the sole responsibility of the Client. In strict compliance with the General Conditions, the Client shall oversee all usages by its End Users, including any action, or data processing performed or sent by its Users and/or End Users.

Any other use of the Service not expressly authorized by SIZERPRO is prohibited. As such, the Client is forbidden and prohibited to allows End Users to conduct (i) any temporary or permanent reproduction of any portion of the Service by any means whatsoever, (ii) access or attempt to access SIZERPRO applications, (iii) any reverse engineering or recompilation of the Service or its application particular to the creation of a similar service, (iv) any interfacing or integration with other services or software without permission from SIZERPRO, (v) any dissemination, distribution, complimentary or paid service available for the benefit of another company, public or third parties (excluding the Client End Users as part of its Site), (vi) any adjustment or Service modification whatsoever, or (vii) any entry or attempted fraudulent or unauthorized introduction of

Infrastructure. Similarly, are prohibited extraction or reuse a qualitatively or quantitatively substantial part of own databases to the Service and any attempted fraudulent or unauthorized introduction of Infrastructure.

The Client undertakes to use the Service for its intended purpose, its documentation, to the professional rules applicable to its operations, as well as provisions of the Contract. The right of use is granted for the version of the service available at the time of account opening.

ARTICLE 11. LIMITATIONS OF USE

Whereby SIZERPRO also offers the Service in remote mode, SIZERPRO supports the accommodation of data sent by the Client, transformed by SIZERPRO in usable data. It follows that the Client agrees to provide to SIZERPRO strictly lawful content. Specifically, the Client is forbidden and prohibited to transmit through the Service any Data contrary to the laws, regulations or public order, including any content which may be interpreted as racist, xenophobic, sectarian, proselytizing, defamatory, abusive, obscene, pornographic, violent, and any violation of protection of privacy, the image of people or the rights of third parties (including by storing files obtained in violation of the rights of the authors). As such, the Client warrants SIZERPRO against any recourse claims, eviction action or conviction would be pronounced against SIZERPRO because of data, including all damages, compensation, legal costs and consulting included.

The Client is solely responsible for the loaded data, its treatment, activated instructions and procedures, and the results obtained. It undertakes not to use the Service contrary to the regulations applicable to his work or commerce, or assist in such use.

SIZERPRO absolves itself of any responsibility for the final quality of the garments measurements obtained in error or in the quality or accuracy of the transmitted technical information. SIZERPRO disclaims any liability in any delay in integrating sizing charts, if the delay is due Client delays in data transmission.

Whereby SIZERPRO discover use of the Service for purposes other than the use of features by the customer as part of his professional activity, SIZERPRO reserves the right (i) to remove the disputed Data emergency or threat to the infrastructure, (ii) to suspend access to the Service without notice or prior notice and (iii) terminate the offender's agreement. This cancellation will not give rise to compensation, without prejudice to the damages that SIZERPRO may claim from the Client as a direct consequence of its actions.

There is no commitment or responsibility regarding SIZERPRO and the End Users of the Client. It is the responsibility of the Client to inform its End Users of the terms and provisions of Service, in strict compliance with the terms set out herein.

ARTICLE 12. MAINTENANCE & RECOVERY

12.1 General Principles

In case of Anomaly affecting the Service, the Client can issue a report by telephone and shall thereafter send confirmation via email, using to the address listed by SIZERPRO, which operates from Monday to Friday (excluding public holidays) from 10.00 to 18.00. When submitting a report, the Client must indicate the circumstances of the Anomaly and provide details of its Client Contract number.

SIZERPRO shall assess the Abnormality, to define whether it relates to a software or remote connection, or if it is foreign to the Service. If the cause of the malfunction is not attributable to the Service, it does not fall under Maintenance. The Client can however ask SIZERPRO to submit a quote to try in order to uncover the root of the malfunction, insofar as SIZERPRO can intervene.

The Client acknowledges the possibility of interruption of Service during security update for the purposes of technical maintenance of infrastructure, intervention of maintenance, or Evolution of the Service. In these circumstances SIZERPRO will, where possible, opt for lower use ranges to minimize the downtime of the Service as a result.

12.2 Service Recovery

SIZERPRO agrees to an availability of 99.5% Service, in circumstances where SIZERPRO has the means to provide such availability. In the event of an Anomaly consisting of downtime or slowdown of the Service indicated by the Client, SIZERPRO makes will use all reasonable endeavors to restore the service as soon as possible, or in accordance with the service level (SLA) according to the level stipulated in the Purchase Order.

12.3 Penalty

If the Client places an order for the on-call option with SLAs, then the contract includes an annex setting out the service levels for the Restoration of Service and liberating related penalties.

12.4 Service Maintenance

In case of an Anomaly related to features of the Service, reported by the Customer, SIZERPRO shall determine its severity and correct the mistake as soon as possible. If the customer places order service levels (SLA), SIZERPRO agrees to intervene within the time the schedule stipulates, depending on the severity of the Anomaly in the context of SIZERPRO means and recourses at the time.

For the most critical Anomalies, SIZERPRO strives to implement a way to bypass the Anomaly. Less critical Anomalies will be corrected as part of the initialization of the next version of the service, according to a defined SIZERPRO schedule.

If urgent intervention is requested by the Client outside working hours, SIZERPRO may apply additional invoicing at the rates applicable on the date of the Customer's request.

Each intervention is the subject of a maintenance ticket at SIZERPRO, which records the precise time into a reporting account, the Client explanations and corrections. The account and incident is only once confirmed to the Client by email or phone. In the event of a dispute, these records will be used as evidence, which the Client acknowledges.

12.5 Exclusions

In any event, SIZERPRO shall not be held liable or assume, under the Restoration or Maintenance Service, any Anomaly, malfunction, slowdown or disruption of the Service which may be related to:

- Use of non-compliant software with the Service, against the recommendations of SIZERPRO;
- A hardware or software failure of one or more elements of the Client Site to its computer system or network;
- Failure of electronic communications networks, slowdown or congestion of the Internet or the Client's network;
- Parameterization of the IT environment or Client positions;
- Refusal of Client to adhere to SIZERPRO advice in resolving Anomalies;
- Incompatibility between the Service and any new hardware or third party software implemented by the Client without prior approval by SIZERPRO;
- Contamination of the computer system of the Client via computer virus;
- An act of piracy or illegal intrusion into the computer system of the Client;
- Intervention of a third party who are unauthorized by SIZERPRO Service;
- To any deliberate act of degradation, malice, sabotage of the Client or a third party, or damage due to force majeure.

In case of malfunction in one of these cases, the Client may request to SIZERPRO a restoration attempt, following an accepted estimate of costs.

ARTICLE 13. EVOLUTION OF SERVICE

The Evolution of Service includes (i) technical updates, (ii) new functional versions of the Service, according to the schedule defined by SIZERPRO. Client shall not oppose a Service upgrade and in the event that Client successfully rejects the upgrade, Client shall forfeit entirely the benefit of Maintenance.

SIZERPRO shall inform the customer at least ten (10) days in advance in the case of any new functional version. Evolution of the Service does not include any specific functional demands that the Client may wish to introduce. If applicable, the Client may suggest various SIZERPRO who shall then issue a quote for any specific developments or adaptations involved. The Client shall then confirm in writing if it wishes to proceed with the adaptations in conjunction with the quote. Whereby SIZERPRO install the specific development or adaptation of the infrastructure, the Client will gain access to the same via its connection to the Service. The Client acknowledges that a reevaluation on the annual fee may ensue as a result.

ARTICLE 14. FINANCIAL CONDITIONS

14.1 Initialization Fees and Service

In consideration of the Services of SIZERPRO, the Client agrees to pay:

1. The fee for the Service Initialization;
2. The fee for the Indexation of the clothes (if indicated in the Purchase Order);
3. The periodic subscription fee of the Service;
4. The package corresponding to the recommendation of clothes to the End Users if it exceeds the limit set;
5. Any complimentary benefit realized by SIZERPRO in connection with the Service.

The periodic subscription fee for the Service is stipulated in the Purchase Order, for the agreed period. It includes hosting services, backup, Recovery, Maintenance and Service and of the usage rights in respect of the number of users, core modules and optional orders. The billing of the Service commences once the Client gain access to the Service, the date of which will be documented.

14.2 Payment of Service

Prices and charges of the Initialization and Service are the stipulated in the Purchase Order. Prices and charges are expressed excluding VAT, in Euros, net and excluding any discount.

The fee in payment of the initialization phase is payable 30 days after date of invoice.

The fee in payment of the modeling of clothes is payable 30 days after date of invoice.

The subscription fee in payment of the Service is periodic, payable in advance, within 30 days of the date of invoice. The Client shall pay for the access and subscription to the Service to SIZERPRO by direct debit or bank transfer.

The Service fee is revised annually to 31 December, by applying the formula " $R2 = R1 (S1 / S2)$." For the purposes of the formula, "R2" means the amount of the fee after revision, "R1" means the amount of the initial fee, "S2" means the last index SYNTEC known at the date of revision and "S1" the SYNTEC index known on the date of signing the Contract.

The package corresponding to the size recommendation to the End Users, charged payable in advance, is payable 30 days after date of invoice. The Client pays for the access and subscription to the Service to SIZERPRO by direct debit or bank transfer. This package is determined annually, on December 31, calculation as to the number of visitors or buyers over the course of one year.

The Client agrees to automatically change the package directed at End Users on its website. SIZERPRO agrees to notify the Client in writing of each package change within 30 days.

14.3 Late payment

Any delay in payment of fees will result in Client penalties as follows:

- Cost shall be recovered from the general lump sum awarded legally by way of compensation for recovery costs, in accordance with Article L.441-6 of the Commercial Code;
- Additional miscellaneous costs which may be required to recover the debt;
- On a non-discharge delay an interest rate equal to three (3) times the legal interest rate in force, recognized from the date of the first day of delay, until the date of actual payment.

In case of persistent delay of fifteen (15) days, all invoices issued by SIZERPRO become due immediately and SIZERPRO may suspend the Service without compensation or notice, and/or implement the termination of the Agreement to the exclusive fault of the Client. During the suspension, the Client is liable for any amount otherwise payable under the Contract.

ARTICLE 15. INTELLECTUAL PROPERTY

SIZERPRO holds all rights to the Service, including its brand and logo, and any software, application or database implemented as part of the Service. The Client remains sole owner of its data, its own brands and logos, as well as its Site.

The right to use the Service granted to the Client shall not have the effect of transferring any intellectual property whatsoever of any part of the Service, other than those strictly necessary for the remote use of the Service by the Client during the contract duration as stipulated above.

In circumstances whereby SIZERPRO may have access the relevant information, for the purposes of improving the Service, the Client agrees to notify SIZERPRO of all data and statistics in relation to:

- Pages of clothing / accessories present on the site;
- Visits to the site;
- Pages of clothing / accessories which operate the plugin button SIZERPRO fitting;
- Number of size recommendations;
- Sales made to End Users throughout the site, and the associated return rate (in the event the customer site is a site of e-commerce);
- Sales made to end-customers on pages where this is the plugin button SIZERPRO fitting and the associated rate of return (in the event the customer site is a site of e-commerce);
- Sales made to end customers consecutively to garment fittings with SIZERPRO tool and the associated rate of return (in the event the customer site is a site of e-commerce);

ARTICLE 16. GUARANTEE

SIZERPRO ensure compliance of the Service with its Documentation and the Contract. In addition, SIZERPRO warrants that it has intellectual property rights and permissions enabling it to provide the Service to Clients. Accordingly, SIZERPRO agrees to defend and indemnify the Client for damages related to claims, lawsuits or convictions brought by any third party alleging that all or part of the Service infringes a right to intellectual property, provided that the Client notifies SIZERPRO immediately and in writing of the existence of the prosecution, thus initiating a written request for its defense. The Client hereby endeavors to offer his full cooperation in defense and will not offer any compromises or assurances to any third party without first obtaining the written express agreement of SIZERPRO. This warranty does not apply to cases of maintenance exclusion listed in Article 12.4. This warranty shall not apply to open source components that are integrated or used in the Service. Insofar as SIZERPRO recognizes that the component is infringing, it may at its option and expense: (i) modify the component so that the Service becomes non-infringing, (ii) replace the component with a non-component counterfeit, the overall equivalent or superior performance features, (iii) obtain the rights of use for the customer to continue to use the Service in accordance with the terms of his Contract. It is acknowledged that SIZERPRO may order the termination of the Contract and refund any amount paid in advance by the Client, by way of exclusive compensation.

For his part, the Client provides SIZERPRO with the same warranty in relation to the Data transmitted and processed via the Service and shall indemnify SIZERPRO of any claim or conviction pursued by a third party based on its intellectual property rights in particular. This guarantee applies in particular to the data and treatment of End Users, which are used in the Service under the sole responsibility of the Client.

ARTICLE 17. CONFIDENTIALITY

The Data of the Client of the first part, and the elements of the infrastructure and Service, constitute confidential information between the parties. Each party undertakes to (i) keep confidential all information it receives from the other party; (ii) not disclose confidential information of the other party to any third party; and (iii) not use confidential information of the other party, other than with the effect to perform its obligations under the Contract. The reciprocal confidentiality agreement between the parties exists for as long as each party intends to maintain its confidential information, except in cases of legal or judicial authority.

ARTICLE 18. PERSONAL DATA

It is for the Client to comply with the legislation regarding protection of personal data (Data Protection Act 78-17 of 6 January 1978 amended by Act No. 2004-801 of August 6, 2004) and to conduct as such all the necessary formalities when using the Service (declaration of databases and information to data subjects). SIZERPRO and its subcontractor host shall take all necessary measures to protect the personal data of the Client and its End Users, processed through the Service, and deliver to the Client the presentation of these measures (so that the client complies with its reporting obligations CNIL). The Client is informed that personal data is likely to cross-border flows for execution of certain modules. Finally, SIZERPRO is committed to acting on explicit instructions of the Client in any case of a request for access or correction made by a natural person. It is recalled that no request or instruction can be directed to SIZERPRO or its subcontractor directly by End Users.

ARTICLE 19. RESPONSABILITY

To the extent that the Client is aware of the characteristics of service and is satisfied that they correspond to their needs, SIZERPRO disclaims any liability for the suitability of the Service to the Client's needs, notwithstanding the initial settings of the Service. It is the sole responsibility of Client to first ensure that it has all the technical prerequisites for the use of the Service (terminal devices, OS, electronic communications network) as described by SIZERPRO. Client is expressly responsible for hardware, software, technical protection and network connections needed to use the Service. SIZERPRO disclaims any responsibility or liability in case of malfunction or nonconformity of these. It is the responsibility of the Client to verify that its treatments correspond to the state of the regulations in force at the time he uses them.

Each Party shall ensure its liability under common law. However, by express agreement between the parties, the liability of SIZERPRO for breach of its obligations evidenced by the Client, is limited to an amount equal to the periodic fee charged by SIZERPRO for the contractual period (1, 6 or 12 months) during which the damage occurs. In any event, in no case can SIZERPRO accept liability for indirect damage that would be suffered by the Customer, the End Customers or third parties (including loss, leakage, inaccuracy or corruption of data, loss of business, goodwill, commercial or financial loss, etc.) arising from use of the Service or the possible unavailability, although SIZERPRO was warned or could reasonably foresee such damages. In particular, SIZERPRO accepts no responsibility for prospecting, delivery or payment made by the Client and/or End Users, and provides no control over transactions and sales made via the Website. Each sale made by the Client binds him to his End User in a transaction to which SIZERPRO is foreign. In any case, the liability is expressly limited by SIZERPRO all damages in an amount equivalent to the fee of the Service for the period during which the damage that are occurred. Each party is separately responsible to adhere to the insurance policies required for its activities and its products. It is recalled that the contractual liability of SIZERPRO may be committed if damage occurs in one of the cases stipulated in Articles "Limitations of Use" and "Cases of Exclusion" above. Similarly, in no event shall SIZERPRO be liable for any temporary or permanent interruption of service request from an administrative or judicial authority, and more generally in cases of negligence or willful misconduct of the Client. Finally the Client waives all recourse against SIZERPRO beyond a period of one (1) year after the occurrence of a damaging event.

Furthermore, the Client is solely responsible for data it sends and / or processes via the Service, including their legality and their technical safety. Therefore the customer is responsible for any damage whatsoever which is suffered by SIZERPRO and / or its subcontractor host and / or third parties, due to the transmitted data / charge and / or actions performed by the Customer and / or users via the Service. The Customer warrants and indemnifies SIZERPRO against any action emanating from any third party, including in the cases referred to the article "Limitations of Use" above.

ARTICLE 20. TERMINATION

Apart from the non-renewal of the Contract by the Client at the maturity of each contract period, there is no termination by way of convenience during the contractual period.

If additional terms and conditions for an optional module are edited by a third party, the Client may terminate the said module in accordance with the stipulations set out herein. Such termination does not affect the result of termination of the Agreement, and the Client shall continue to benefit from any other modules still in effect. SIZERPRO fit the billing month following the termination of the relevant module.

Successful operation of Service depends on the infrastructure of the web host used by SIZERPRO. The Client acknowledges that SIZERPRO may terminate the Agreement without compensation if the host terminates its hosting service for whatever reason.

In addition, in the event of failure by a party to any of the obligations of the Contract, not cured within thirty (30) calendar days of the notice by registered letter with acknowledgment of receipt notifying the breach in question, the other party shall be entitled to terminate the Contract without prejudice to any damages and interest which it may claim. Where appropriate, the parties shall implement the agreed reversibility below.

Exceptionally, SIZERPRO reserves the right to legally terminate the contract without notice or compensation in the event that the Client or any of its Users prejudice in any way the integrity of the Service, to property rights of SIZERPRO (intellectual or branding) or its products, and in the case stipulated in the Article entitled "Late Payment".

Upon termination of the Contract for breach by the Client, all amounts paid are forfeited to SIZERPRO, which will charge all remaining fees due until the end of the Agreement immediately due to the effective date of termination. Upon termination of the Contract for exclusive failure by SIZERPRO, SIZERPRO shall issue credit for any invoice for the contractual period remaining to the date of actual termination. SIZERPRO shall continue collect royalties and/or due to the elapsed period up the effective termination.

ARTICLE 21. REVERSIBILITY

On expiry of the Agreement or in case of termination for any reason whatsoever, SIZERPRO agrees to send to the Client a copy of all data in standard format. The Client may order a further provision of assistance in order to amend the estimate a cost and duration specified in quote.

ARTICLE 22. VARIOUS

The Contract constitutes the entire agreement between the parties and supersedes all previous documents signed between them in respect of the Service. Neither party is permitted to assign the contract to a third party (asset contribution, goodwill assignment, amalgamation, merger, change of control, etc.) without the express consent of the other party.

In the event that one or more provisions of these would be considered invalid, inapplicable or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain valid unless otherwise provided by the court. The parties agree that in such circumstances, they will negotiate in good faith alternative provisions which will be (i) validate, applicable and enforceable and (ii) in accordance with the original intention of the parties.

In case of force majeure (interpreted always in conjunction with rules dictated by French Law), the obligations of the Parties will be suspended for the duration of this cause. Whereas initially the force majeure will suspend execution of the Contract, if the force majeure continues for more than three (3) months, this Contract will be terminated upon written notification RAR addressed by either party, unless otherwise agreed between the parties.

The Client expressly authorizes SIZERPRO to reproduce its logo and brand only as a commercial reference, its promotional materials printed and online, during the term of the Agreement. SIZERPRO prohibits any other use of the Client brand whatsoever.

The Client waives any right to engage or employ, directly or through an intermediary, any employee of SIZERPRO without prior express consent of SIZERPRO. This waiver is valid for the term of the Agreement and for twelve (12) months following its discontinuation. Whereby the Client does not respect this obligation, it shall indemnify SIZERPRO by paying immediately on request a lump sum equal to twelve (12) times the gross monthly salary of the employee at the time of his departure.

In case of a dispute, SIZERPRO validly furnish proof of the Client shares and / or End Users and Users, or fraudulent access by a third party using the connection logs and transmission identified by that SIZERPRO only authentic, especially regarding the date, nature and content of the data and processes and reports of Anomaly, which the Client acknowledges.

SIZERPRO may subcontract all or part of the Service or its services, including its subcontractor host, but remains responsible for all the services to the Client.

SIZERPRO reserves the right to modify at any time without notice the content of these Terms and Conditions, which come into force after their dispatch to the Client. In case of substantial modification of the Service, the Client will have the opportunity to request termination under one month's notice, without any compensation being due by SIZERPRO.

The Agreement is subject to French law. ANY DISPUTE RELATING TO THE SERVICE, WHICH CAN NOT BE RESOLVED BY THE PARTIES WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT OF NANTERRE.