

AETREX FitAI AGREEMENT

1. **SCOPE OF AETREX'S FitAI SOFTWARE & SERVICES:** The FitAI software combines two proprietary software platforms: (i). FitStarter™; and (ii). FitGenius™ (collectively, the "FitAI Software").
 - (i). **FITSTARTER:** Upon enrolling in this program, you can immediately start using FitStarter, which offers an accurate starting point to Aetrex's AI-powered shoe match-making platform. The FitStarter software utilizes AI to help shoe retailers offer immediate fitting solutions for their customers to help reduce returns and increase customer satisfaction. The platform will custom recommend footwear to consumers based on their unique 3D foot scan and data collected from Aetrex's Fit Lab. The Fit Lab will perform an in-shoe fit characteristic analysis of a retailer's footwear collection twice per year.
 - (ii). **FITGENIUS OPTION:** After you accumulate 5,000 matching data points, as defined by being able to match a 3D foot scan to an in-store footwear purchase, the store will have the option to upgrade their FitStarter program to FitGenius. The FitGenius software utilizes AI to match a consumer's unique 3D foot profile and fit preference data with other individuals with highly similar profiles. It then custom recommends footwear to the consumer based on the in-store purchase history of those other individuals. FitGenius may also be integrated into a retailer's e-commerce platform.
2. **FitAIFEE:** You agree to pay Aetrex an additional SaaS fee of Fifty Dollars per month, per scanner plus applicable tax, if any (the "FitAI Fee")

The FitAI Fee is non-refundable, subject, however, to the limited warranty set forth below.
3. **LIMITED LICENSE:** For payment of the Fee, Aetrex grants you a limited, non-transferable, non-exclusive, non-sublicensable, revocable license to use, operate, display, and interact with Aetrex's FitAI Software for the Term of this Agreement solely for the purpose to use the FitAI Software for its intended commercial use in the ordinary course of your business. FitAI Software license is contingent upon Aetrex scanners being Customer's primary in-store 3D scanning solution, and any change to same shall entitle Aetrex to suspend support and obligations of FitAI Software.
4. **TERM:** The term of this Agreement starts as of the date the SaaS software is activated (the "Effective Date") and continues in perpetuity unless and until Customer notifies Aetrex writing it would like to terminate, at which time the FitAI Software will no longer be active ("Term"). Additionally, Aetrex may terminate this Agreement at any time if Customer breaches any provision of this Agreement or any other Agreement with Aetrex executed before, during or after this Agreement where same has not been cured within five (5) business days of Customer receiving notice.
5. **OWNERSHIP, TITLE & SECURITY INTEREST:**
 - a. **FitStarter & FitGenius Software:** Notwithstanding anything to the contrary contained in this Agreement, except for the limited license rights expressly provided in this Agreement, Aetrex shall at all times retain all ownership, rights, title and interest in and to the Software including all copies, modifications, customizations, updates, corrections, and derivative works. Customer further acknowledges and agrees that the Software is a trade secret of Aetrex, is valuable and confidential to Aetrex, and that its use and disclosure must be carefully and continuously controlled. Customer is obtaining only a limited license right to the Software and that irrespective of any use of the words that may be used such, "purchase", "sale" or like terms hereunder, no ownership rights in the Software are being conveyed to Customer under this Agreement or otherwise.
 - b. **Data Use & Ownership:** All consumer foot scan data collected by Customer using Albert® foot scanners (the "Foot Scan Data") is accessible by Customer via the Albert® foot scanner control panel for the Term. Customer retains the right to use its Foot Scan Data for the Term provided that all such use is in accordance with applicable law. Customer acknowledges and agrees that: (i). Consumers retain at all times all ownership to their personally identifiable information that they disclose to Customer (e.g., names, addresses, e-mail addresses, phone numbers, etc.); and (ii). Aetrex may deidentify and/or aggregate Foot Scan Data so that all personally identifiable

information relating an individual's identity to the data has been removed (the "Aggregated Data") and retains at all times exclusive ownership and use rights in and to all such Aggregated Data. Aetrex may use Aggregated Data for any purpose and agrees not to use any personally identifiable information of the Foot Scan Data that it processes for Customer for any commercial purposes. Customer may use personal identifiable information as long as it's in accordance with applicable laws.

6. **DATA PRIVACY:** This Agreement incorporates by reference, the Aetrex Data Protection Addendum ("DPA"), available here <http://aetrex.com/dpa> and/or the Technology Agreement Addendum ("TAA"), available here <http://aetrex.com/taa>, when the GDPR, CPA, and/or other data privacy laws apply to your use of the SaaS Software and/or Equipment to process Customer Personal Data (as defined in the DPA). Additionally, Aetrex's Privacy Policy located at www.aetrex.com/privacy-policy and made part of this Agreement, sets forth the disclosures to and rights of consumers as required by applicable law to data collected by you and processed by the SaaS Software
7. **LIMITED WARRANTY:** The Software is under limited warranty while the FitStarter Software remains active. Aetrex's sole liability under this limited warranty is to repair or replace the FitStarter Software at Aetrex's sole option. This limited warranty does not cover misuse, neglect, power failures/surges, unauthorized hardware or software, improper access or modifications, repairs, cosmetic damage, accident, or abuse. This limited warranty is in lieu of all other warranties, both express and implied, including without limitation warranties of merchantability or fitness for a particular purpose. Neither party shall be liable for incidental, consequential, special or punitive damages, including, without limitation, lost profits.
8. **RELATIONSHIP:** The relationship of the parties to this Agreement is that of independent contractor. Customer shall not be deemed an agent or representative of the Aetrex. This Agreement shall not be construed as creating a partnership, franchise, joint venture, employment, fiduciary, or other similar relationship.
9. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties and supersedes all prior discussions, agreements, and understandings of every kind between them both oral and written related to his subject matter. No modification or amendments may be made except in writing executed by both parties. All payments referenced herein shall be in US currency. This Agreement is the product of negotiations between the parties, each of whom has had the right to consult with legal counsel. Accordingly, this Agreement shall not be construed against either Party as the drafter hereof. This Agreement may be signed in counterparts. Electronic, photocopied and emailed signatures shall be deemed binding as originals.
10. **SUCCESSOR LIABILITY:** This Agreement inures to the benefit of and is binding upon the parties, their respective successors in interest by way of merger, acquisition, or otherwise (subject to the other party's consent), and their permitted assigns.
11. **ASSIGNMENT:** No party may assign any of its rights under this Agreement, including by merger or acquisition, without the prior written consent of the other Party.
12. **WAIVER & SEVERABILITY:** No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach. If any part of this Agreement is declared fully or partially invalid the remainder of this Agreement shall remain in effect, if the essential terms and conditions of this Agreement for each Party remain valid.
13. **NOTICE:** To be effective, notices shall be in writing and delivered in a receipt confirmed manner.
14. **GOVERNING LAW:** This Agreement was negotiated and executed in the State of New Jersey, USA. New Jersey law shall exclusively apply to all issues without regard to conflicts of law principles.
15. **DISPUTE RESOLUTION:** All disputes arising from or related to this Agreement shall be filed and resolved exclusively in the state or federal courts located in the State of New Jersey -- Bergen County and Newark respectively. The parties voluntarily submit to this jurisdiction and waive all objections inconvenient forum or venue. Service of process may be made in the manner pursuant to the notice provision of this Agreement.

This Section shall survive and remain in effect after any expiration or termination of this Agreement.

Additional Notes:

ACCEPTED AND AGREED:

AETREX, INC. ("Aetrex")
A NJ Corporation

_____ ("Customer", or "you")
A _____

By: _____

By: _____

Title:

Title:

Date Signed:

Date Signed:

414 Alfred Ave
Teaneck NJ 07666

Address:

SCHEDULE A

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Aetrex FitStarter Program

Project Timelines & Responsibilities

Phase	Retailer Responsibilities	Aetrex Responsibilities	Desired Outcome
Google Feed Integration (2-4 weeks)	Provide Google or similar feed that includes all the footwear assets.	Validate feed	Aetrex scanners at retailer locations are ready to display retailer shoe catalog
		Create prototype Footwear section on scanner	
		Review with retailer and obtain buy in	
SmartLast Scanning (1 week)	Identify shoes to be included on day one.	Scan shoes and get the ML model ready.	Aetrex scanners at retailer locations are ready to provide FitStarter scores for the identified styles and the best fitting sizes for each style
	Send shoes to Aetrex headquarters in NJ for scanning.		
Validation and Integration (1 week)	Aetrex and Retailer team work together to enable Footwear tab at a test location and perform validation.		FitStarter is ready to launch at all retailer locations.

Aetrex FitGenius Program

Project Timelines & Responsibilities

Phase	Retailer Responsibilities	Aetrex Responsibilities	Desired Outcome
Google Feed Integration (2-4 weeks)	Provide Google or similar feed that includes all the footwear assets	Validate feed	Aetrex scanners at retailer locations are ready to display retailer shoe catalog
		Create prototype Footwear section on scanner	
		Review with retailer and obtain buy in	
Transaction Feed Integration (6-8 weeks)	A2Pro or 3DFit scanners should be activated in stores	Start training ML model	Aetrex scanners at retailer locations are ready to provide
	Send purchase transactions identified by scan email/phone	Train Model for style as well as size	FitGenius scores for several styles and the best fitting sizes for each style
	800 to 1,000 transactions needed in total for initial model training		
Retailer Website FitGenius Integration (2-4 weeks)	Identify the UX for retailer website users that have had a scan	Help retailer web development team with FitGenius widget integration	The retailer website has FitGenius scores to present best fitting styles/sizes and the retailer is ready to improve customer experience and reduce returns
	Implement Aetrex widgets on website	Help with testing and validation	