

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”) is a legally enforceable agreement between you, as a user (“Client”) and Blue Star Design, LLC (“Provider”) in order for you to access and use the Flier Styler software application (the “Software”) and any accompanying documentation, subject to the terms of this Agreement.

1. UTILIZATION RIGHTS. Provider grants Client a nonexclusive, nontransferable third party license (the “Software License”) to access and use the Software. Any user identification and password associated with Client’s use of the Software shall be used solely by employees of Client. Client’s access and use of the Software shall be solely through remote access by the internet. The Software shall be exclusively for Client’s own internal use and not for the benefit of any third party. Client’s access and use of the Software shall be done strictly in accordance with the specifications provided on the website. Any updates, modifications, enhancements or new versions of the Software provided or made available to Client shall be considered the Software subject to this Agreement. Client shall not sublicense, transfer or assign to any other person or entity the right to access or use the Software and shall not make any copies of the Software or other intellectual property of Provider. Client shall not modify, decompile, reverse engineer, generate source code or otherwise attempt to duplicate or imitate the Software. Client shall use the Software in a manner that complies with all applicable laws and regulations. Provider reserves all rights not expressly granted to Client herein.

2. DOCUMENTATION. Client has the right to use the informational materials and documentation provided with the Software solely for internal purposes and to exercise Client’s rights granted under this Agreement. Except as authorized in the preceding sentence, Client shall not copy such materials or modify or otherwise attempt to duplicate or imitate the documentation.

3. TITLE TO SOFTWARE. All right, title and interest in and to the Software, including any patents, copyrights and trademarks in the Software and the name “Flier Styler”, and any amendments, modifications or enhancements thereto, are and shall remain with the Provider. Except as provided in Section 1 of this Agreement, Client has no, and is not granted, any right, title, interest or license in the Software.

### 4. CLIENT RESPONSIBILITIES.

(a) Authority. Client represents to the Provider that this Agreement shall be binding on Client, and Client represents that this Agreement was executed by an authorized representative of Client with the authority to enter into binding agreements on behalf of Client.

(b) Preservation of Provider’s Rights and Systems. Client agrees to (i) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software or appearing on any screens, materials or documents obtained by Client through use of the Software (“Notices”); (ii) not attempt to access any systems, programs or data of the Provider or its agents that are not licensed under this Agreement, or otherwise made available by the Provider or its agents for public use; (iii) not use any device or software to interfere or attempt to interfere with the proper operation of the Software or the Provider’s servers; or (iv) not transfer, or export the Software into any country or use the Software in any manner prohibited by United States export laws, restrictions or regulations.

(c) Trained Personnel. Client agrees to maintain personnel that are adequately trained on the Software and its applications and operation and to designate one user as the primary contact with Provider with respect to any and all support issues with the Software. Provider reserves the right to charge additional fees for support of the Software.

(d) User ID and Passwords. Client will be provided by Provider certain security codes, user identifications and passwords for its access and use of the Software. Client will not (i) transmit or share such security codes, user identifications or passwords with any other person or entity other than authorized users, or (ii) permit such codes, identifications and passwords to be cached in proxy servers and accessed by individuals

who are not authorized users. Client shall be solely responsible for any actions taken with its codes, identifications or passwords.

## 5. PROVIDER RESPONSIBILITIES.

(a) Security. Provider will maintain industry standard anti virus software with current definitions and will install security patches and fixes as issued by software vendors on its servers; provided Client agrees that there is no guarantee of security on the internet and Provider does not guarantee that Client's access or use of the Software will be secure. Except for reasonable security provisions taken by website utilization tool businesses, Provider assumes no responsibility for the inadvertent disclosure, corruption, erasure or encryption of data transmitted, received or stored with the use of the Software.

(b) Infringement. Provider represents that the Software will not infringe upon or misappropriate any third party's copyrights, patents, trade secrets or other intellectual property rights and Provider will indemnify and hold Client harmless for any losses or damages or the defense of actions, suits and claims arising out of any such infringement or misappropriation.

(c) Access. Provider will provide access to the Software substantially on a 24/7 basis, except for interruptions by reason of maintenance to the servers or Software or downtime due to system failures or causes beyond Provider's reasonable control or not reasonably foreseeable by Provider. Provider will provide data back up and disaster recovery services and firewall and virus protection for its servers. Provider will maintain its application servers and data in a secure building and suitable environment.

6. FEES. Provider will provide the license to Client at the fees set forth in Provider's order confirmation. The Fees may be changed by Provider with thirty (30) days prior notice to Client. Any additional products or services requested by Client from Provider will be billed at Provider's standard rates at the time of such addition. If any Fees are not paid when due, interest shall be charged on such unpaid amount at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. If Provider is required to file a cause of action for the collection of any amounts hereunder, Client agrees to pay Provider's reasonable attorney fees in connection therewith. Unless Client is a tax exempt entity, Client shall be solely responsible for taxes which are levied or imposed upon its use of the Software, including sales, excise and other applicable taxes.

## 7. TERM AND TERMINATION.

(a) Term. The term of the Agreement shall be for the period listed in Provider's order confirmation, subject to early termination under this Section 7. Upon expiration of the initial term, the Term will automatically renew for successive one (1) month periods under the same terms hereof unless either party gives the other written notice of its intent to cancel this Agreement at least thirty (30) days prior to such expiring term (the "Term").

(b) Early Termination. The Term of the Agreement may be terminated as follows: (i) Provider may terminate this Agreement immediately upon notice to Client if Client breaches any of its obligations under this Agreement; (ii) Client may terminate this Agreement if Provider breaches any of its obligations under the Agreement and fails to cure such breach within five (5) days after written notice from Client thereof; (iii) either party may terminate this Agreement if the other party becomes insolvent, files, or has filed against it, a petition in bankruptcy, has a receiver appointed with respect to all or substantially all of its assets, makes an assignment for the benefit of creditors, or ceases to do business in the ordinary course; and (iv) either party may terminate this Agreement, regardless of reason, effective as of the end of the calendar month that is thirty (30) days after written notice thereof has been sent to the other party. Upon termination, for any reason, Provider shall be paid for the Fees accrued up to the termination date.

(c) Effects of Termination. Upon termination of this Agreement, Provider may remove Client's access and use of the Software. Upon termination, Client shall immediately cease use of the Software and related documentation and other intellectual property of Provider and provide written confirmation of such

termination. Unless otherwise requested by Client in writing, Provider will delete and destroy all data and files of Client within 30 days after termination.

8. **HARDWARE AND SERVICE REQUIREMENTS.** Client agrees to maintain the minimum amount of computer hardware and accessories sufficient to maintain adequate connectivity, use and compatibility with the Software. Except as otherwise provided in this Agreement, Client shall assume all risk of loss for any hardware and accessories that reside with Client, regardless of the reason for such loss. Client agrees to access and use the Software in accordance with any and all operating instructions or procedures that may be issued by Provider. Client agrees that the operation and availability of the systems used for accessing the Software, including, the internet connection, computer networks and servers, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use of the Software. Provider is not in any way responsible for any such interference with or prevention of Client's access or use of the Software.

9. **CONFIDENTIALITY.** Client and Provider will receive and have access to certain Confidential Information of the other party. For purposes hereof, "Confidential Information" shall include any information or materials (written, oral or electronic) provided or disclosed to the other party, including, without limitation, customer and supplier information, business plans, marketing plans and methods, financial and accounting information, processes, business methods, technology, software, source codes, security codes, user identifications, passwords, know how, intellectual property and trade secrets of the other party. During the Term hereof and at all times thereafter, each party agrees to hold the Confidential Information of the other party in confidence and not to disclose, sell, license, make accessible or furnish Confidential Information to any third party. Client and Provider each will use their best efforts to secure the Confidential Information of the other party. Further, each party agrees to bind its employees, consultants or agents who are permitted access to the Confidential Information of the other party to these obligations and will be responsible for a breach of such obligations by such persons. Upon termination hereof, each party shall return the Confidential Information (including all copies, abstracts and notes thereof) of the other part to such other party.

10. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SOFTWARE LICENSE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, USAGE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATION OF LIABILITY.** EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES RESULTING FROM LOSS OF USE, LOST DATA, LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER COMMERCIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TOTAL LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT PAID BY CLIENT ANNUALLY FOR THE SOFTWARE LICENSE.

12. **INDEMNITY.** Notwithstanding any other provision hereof, each party shall indemnify and hold the other party and its agents harmless from and against all claims, actions, costs, expenses, losses and liabilities, including reasonable attorney fees, arising from or relating to its use of the Software or breach of any provision of this Agreement.

13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio. All claims, actions and proceedings arising hereunder shall be brought and heard exclusively in the courts of Cuyahoga County, Ohio and Client waives any right to object to the jurisdiction and venue of such courts.

14. FORCE MAJEURE. Client acknowledges that the Software may not be able to be accessed or used by reason of circumstances beyond the Provider's control, including, but not limited to, restrictions of law, orders or other governmental directives, labor disputes, fire, flood, earthquake, natural disasters or other acts of God, war, riot, theft, acts of terrorism or other civil disturbance, acts of vendors or mechanical or electronic breakdowns, and the Provider shall have no liability for Client's failure to access or use the Software for any such event.

15. RELATIONSHIP OF THE PARTIES. Provider shall be deemed an independent contractor of Client. Nothing in this Agreement shall be deemed to create an employer-employee, principal-agent or joint venture agreement between the parties.

16. MISCELLANEOUS. This Agreement represents the complete understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither party shall assign or transfer any of its rights or obligations under this Agreement without the other party's written consent, which will not be unreasonably withheld, except that each party may assign and transfer its rights and obligations under this Agreement to an affiliated entity or in the event of a sale or transfer of its business to another entity. No provision hereof shall be deemed waived, amended or modified, unless it is in writing signed by the party against whom it is sought to be enforced. The failure of a party to enforce any provision hereof shall not be deemed a waiver of such provision, nor in any way affect the ability of a party to enforce the same or other provisions thereafter. Any notice given hereunder shall be in writing and deemed given upon delivery if sent by personal delivery, by nationally recognized courier service, by facsimile or by U.S. certified mail, return receipt requested, to the last known address of such party.