

Stylist/User Subscription Agreement for the INHAIRENT™ System

I, _____ [print subscriber/stylist name], understand and agree to the following terms and conditions:

1) SUBSCRIPTION

In consideration of the opportunity to use and benefit from the INHAIRENT™ system (the system), the subscriber/stylist hereby agrees to pay a monthly subscription fee of _____, payable monthly or annually by credit card payment(s) to INHAIRENT INNOVATIONS LLC.

2) EFFECTIVE DATE/TERM

This agreement shall, unless otherwise terminated, commence on the Effective Date _____ and shall continue for the subscription term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a renewal period), unless either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the initial subscription term or any renewal period. At the sole discretion of INHAIRENT INNOVATIONS LLC, a subscriber may be allowed to subscribe to the INHAIRENT™ system on an automatically renewable month-to-month basis.

Term: 12 Month Automatic Renewal ____ Monthly Automatic Renewal ____ [check one]

3) RESRICTIONS

- (i) This agreement licenses INHAIRENT™ system use solely for subscriber/stylist internal business operations related to performance of cosmetology consultations and for no other purpose.
- (ii) The maximum number of authorized users allowed to access or use the system shall not exceed the number of subscriptions purchased by subscriber/stylist. INHAIRENT INNOVATIONS LLC reserves the right to disable subscriber access to the INHAIRENT™ system without notice for any violation of this provision.
- (iii) The subscriber/stylist agrees that any attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the INHAIRENT™ system in any form or media or by any means is a breach of this agreement resulting in immediate revocation of access.
- (iv) The subscriber/stylist agrees any attempt to reverse engineer or build a product or service which competes with the INHAIRENT™ system is a breach of this agreement.
- (v) The subscriber/stylist shall use all reasonable efforts to prevent any unauthorized access to, or use of, the INHAIRENT™ system and, in the event of any such unauthorized access or use, promptly notify INHAIRENT INNOVATIONS LLC.

- (vi) INHAIRENT INNOVATIONS LLC shall own all rights, title and interest in and to all customer data collected by use of the INHAIRENT™ system. Such information may be shared with INHAIRENT INNOVATIONS LLC's partners or affiliates at its sole discretion.
- (vii) INHAIRENT INNOVATIONS LLC does not warrant that subscriber/stylist's use of the INHAIRENT™ system will be uninterrupted or error-free; nor that the system or the information obtained by the customer through use of the system will meet the subscriber/stylist's or customer's requirements.
- (viii) INHAIRENT INNOVATIONS LLC is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and subscriber/stylist acknowledges that the system may be subject to limitations, delays and other problems.
- (ix) The subscriber/stylist shall pay each invoice within 30 days after the date of such invoice. If an invoice is over 30 days past due, INHAIRENT INNOVATIONS LLC may cancel this subscription agreement without notice.
- (x) The subscriber/stylist acknowledges and agrees that INHAIRENT INNOVATIONS LLC and/or its licensors own all intellectual property rights in the INHAIRENT™ system. Except as expressly stated herein, this agreement does not grant the subscriber/stylist any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses.
- (xi) Each party may be given access to confidential information from the other party in order to perform its obligations under this agreement. Each party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this agreement.

4) INDEMNITY

The subscriber/stylist shall defend, indemnify and hold harmless INHAIRENT INNOVATIONS LLC against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the subscriber/stylist's use of the INHAIRENT™ system.

5) WARRANTIES EXCLUDED

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

6) SEVERABILITY

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain severable and in full force.

7) WHOLE AGREEMENT

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them.

8) NO ASSIGNMENT

The subscriber/stylist shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

9) NO PARTNERSHIP

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

10) GOVERNING LAW

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the State of Minnesota.

Signature: _____[subscriber/stylist]

Date: _____

INHAIRENT INNOVATIONS Client/Model/Hairstylist Release Form

I, _____ [print name], understand and agree to the following terms and conditions in consideration of the opportunity to use and benefit from the INHAIRENT™ system:

- 1) I hereby release and forever discharge INHAIRENT INNOVATIONS LLC and its successors, affiliates and assigns from any claims, demands, causes of action, and liability that may arise from submission of photographs or any other information to INHAIRENT INNOVATIONS LLC via upload to the INHAIRENT™ system or by any other means.
- 2) I irrevocably consent to and grant INHAIRENT INNOVATIONS LLC the unrestricted right to use each photograph, audiovisual tape, electronic representation and other reproduction that is taken of me or by me (hereafter collectively termed “reproduction”), and any copies, in any media for any purpose whatsoever, including but not limited to, copying, distributing, broadcasting and publicly performing and displaying such photographs and audiovisual reproductions for sale, promotion, advertising and trade.
- 3) I understand that I do not have the right to inspect or approve and of the reproductions, or to approve of their use or distribution.
- 4) I understand that while the INHAIRENT™ system is designed to maximize the efficacy of salon/stylist resources for the client’s benefit, it is ultimately the stylist and client's responsibility for the client's final look.
- 5) I agree that INHAIRENT INNOVATIONS LLC may, without notice, share, distribute or sell client personal information, including name, age, hair characteristic details/information, email address and phone number to its affiliates and/or partners for business-related purposes, including, but not limited to, direct marketing, advertising or promotion. Any such information will only be available to INHAIRENT INNOVATIONS LLC's owner/CEO, and not generally available for employees/contractor use.
- 6) I understand that INHAIRENT INNOVATIONS LLC is not responsible for, nor does it endorse, stylist product choices. A Stylist's discretion to upload products of their choice to the INHAIRENT™ system shall not be considered an endorsement or recommendation of any product by INHAIRENT INNOVATIONS LLC.
- 7) I agree that all reproductions shall constitute the sole property of INHAIRENT INNOVATIONS LLC. As such, I do not have any right, copyright, title or propriety interest of any kind, in and to the reproductions, including, but not limited to scripts, title, copyright, ideas, names, themes and other characteristics and incidents of any such matter

and any such rights are recognized to be the property of INHAIRENT INNOVATIONS LLC and its successors and assigns.

- 8) I hereby release INHAIRENT INNOVATIONS LLC from any claim of damages from libel, slander, invasion of privacy, false light or any other claims. I further understand that I specifically waive any right to compensation I may have for the foregoing. Rather, I recognize that valuable consideration derives from the opportunity for me to utilize the INHAIRENT™ system.
- 9) The undersigned hereby acknowledges and warrants that he/she has read this release prior to signing it and that he/she understands its contents.

Signature: _____

[client, model, stylist or parent/guardian]

Phone No.: _____

Email: _____

Date: _____