



AVALON SOLUTION® WEBSITE LICENSE & TERMS OF USE AGREEMENT

This is an agreement between the Retailer _____ (the "Licensee") and Avalon Solution & Ashi Diamonds, LLC (the "Licensor")

Whereas, Licensee is a Retailer or Jewelry Merchant and Licensor is both "Avalon Solution (or Avalon) - Website Services and Solutions Provider" & "Ashi Diamonds, LLC (or Ashi) - Jewelry Manufacturer" that provides website building and operation services for customizable jewelry websites and templates for retailers that Licensor wishes to license; Now, Therefore, Both Parties hereby agree as follows:

1. LICENSE:

(a) Licensor hereby grants to Licensee a non-exclusive world-wide License (the "License") for use of Website Template (the "Licensed Version") and the Website Services (the "Licensed Services") solely for the purpose of building and maintaining Licensee's Website.

(b) Licensor shall provide the "Licensed Version" and the "Licensed Services" for Website operation services within one hundred and twenty days (120) in a reasonably functioning condition.

2. PAYMENT:

(a) In connection with the License, Licensee shall pay to the Licensor the Fees: as stated in the Avalon Solution Web Services Participation & Company Website Set Up Form or any other Avalon Solution Billing and Credit Card Payment Form. Such payments shall be made full in advance in accordance with the Web Services Participation & Company Website Set Up Form or any other Avalon Solution Billing and Credit Card Payment Form. The License period will begin only after full payment has been received.

(b) The yearly hosting charges or any other charges as described in the Avalon Solution Web Services Participation Form & Company Website Setup Form or any other Avalon Solution Billing and Credit Card Payment Form as mutually agreed by Licensee and Licensor will be automatically billed and charged to Licensee credit card on file at the beginning of every renewal period or as service is rendered.

(c) The Licensor reserves the right to amend the yearly hosting or any other annual or setup charges. All amended terms & charges shall automatically be effective after 30 days after they are initially posted on the Website License & Terms of Use Agreement Acceptance Page on the Website Administration Console of your Website.

3. TERMS & STARTING PERIOD:

(a) The Term of this Agreement shall be initially for 1 Year and will be automatically renewed for another successive term of 1 Year, unless either party elects to terminate this Agreement effective as of the end of the initial term or renewal term(s) as appropriate. The Term of this Agreement will start upon the complete payment of all charges on the Avalon Solution Web Services Participation & Company Website Setup Form. In the case of Non-Payment or Violation of this Agreement will automatically result in the termination of Website Services by the Licensor.

(b) By accepting this Agreement, You further agree to be bound by any amendments to the terms of this Agreement. All amended terms shall automatically be effective after 30 days after they are initially posted on the Website License & Terms of Use Agreement Acceptance Page on the Website Administration Console of your Website.

(c) Licensor reserves the right to terminate this agreement and discontinue services, if Licensee fails to fulfill the Terms and Conditions stated in this Agreement.

(d) Notice of cancellation by the Licensee shall be made no later than 60 days prior to the end of the initial term or renewal term(s), as appropriate, see Section (14). In the event the Licensee fails to cancel in the said terms, the Licensor has the right to charge the Licensee for the full amount of the annual charges for the Web services as earlier agreed upon by the Licensee.

4. ELIGIBILITY CRITERIA:

The Website License and Services are available only to, and may only be used by individuals who can form legally binding contracts

under applicable law. Without limiting the foregoing, the Website License and Services are Not available to children (persons under the age of 18). Licensee represents that, Licensee has the authority to bind the entity to this Agreement. If for any reason, the information provided by the Licensee is inaccurate, The Licensor reserves the right, without provision of any notice to Licensee, to revoke any and all licenses under this Agreement or to refuse to provide the Website Services under this Agreement.

5. REPRESENTATIONS AND WARRANTIES REGARDING LICENSED CONTENT:

(a) Licensor hereby represents and warrants that: (1) the “Licensed Version” and the “Licensed Services” are owned or Licensed by the Licensor and does not breach or infringe on any copyright, common law right, or other rights of any third party; (2) the “Licensed Version” and the “Licensed Services” do not contain any matter which is offensive, libelous, obscene, an invasion of privacy, or otherwise unlawful; and (3) Licensor has the right, power and authority to enter into and perform this Agreement.

(b) Licensor provides this “Licensed Version” and the “Licensed Services” as is without warranty of any kind, expressed or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose. In No event shall Licensor be liable for any loss of profits, loss of business, loss of data, unsecured transactions, interruption of business, or for indirect special, incidental, or consequential damages of any kind, or any emotional distress, even if Licensor has been advised of the possibility of such damages arising from any defect or error in the documentation, software applications, web applications, website templates, or hosting services. Additionally, you are solely responsible for the availability of customer service, sales and purchases of products coordinated through this Service.

(c) Licensee shall indemnify, defend by counsel that is reasonably accepted by Licensor, protect and hold Licensor harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants and attorneys fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or relating to “Licensed Version” and the “Licensed Services”.

(d) Licensor reserves the right to License the “Licensed Version” and “Licensed Services” to other Customers and can use the same Templates used by the Licensee. The Licensee will Not have any objection in this regard or cannot file any claim for the same.

(e) If Licensee violates any copyright laws by any means then it will be the sole responsibility of the Licensee and Licensor cannot be held liable for any loss or damages caused to Licensee by such unauthorized attempts. All Digital Images, Photographs, Company Names, Advertising Lines, Products Descriptions, Fonts, Design Styles and Logos displayed are property of Licensor and the Companies that are respective owners of copyright for their products and brand names.

(f) Licensor reserves the right to change and modify any of the content provided by the Licensor to the Licensee during customization of the Licensed Version and take electronic control over content customization during the term of this agreement. Licensor will have the rights under this agreement to make any modifications necessary to the website or hosting plan or any other related services for the proper functioning of the Licensee’s Website and Web Services. Licensor’s discretion in this regard will be final and binding to the Licensee.

(g) Licensee grants permission to the Licensor for acquisition and registration of a Domain Name for Licensee’s Website. Licensee hereby appoint Licensor and other third parties who provide Domain Name registration services to Licensor as Licensee’s agent in the acquisition, registration and ongoing administration of Domain Names on Licensee’s behalf and Licensee authorizes Avalon and third parties who provide Domain Name Registration services to Licensor to select and issue binding instructions to Domain Name registrars and registries used to acquire, register and administer Domain Names on Licensee’s behalf. In addition, Licensor reserves the right, in it’s sole discretion, to refuse, to acquire or register any Domain Name requested by Licensee, and to discontinue the use of any Domain Name requested by Licensee if required by law. The Domain Name will remain the property of the Licensee.

(h) Licensee grants permission to the Licensor for opening, creating and setting up third party web services and software applications, such as but not limited to: Chat services, VoIP Services, Email Services, Web Analytics, Web Emails, Map Applications and other third party applications that may be needed to get the Licensee’s Website operational under the terms of this agreement. Licensor is not responsible for and does not warrant or endorse the operations of these third party web services or software applications.

(i) Licensor provides the “Licensed Version” and the “Licensed Services” on an, as is, and as available basis and does not warrant it to be error free, continuous and accurate. Licensor is not responsible for any errors or mistakes on jewelry style numbers, descriptions, prices, diamond or stone information etc. In no event shall Licensor be liable for any loss of profits, loss of business, or for indirect special, incidental, or consequential damages of any kind including emotional distress.

(j) Licensor provides the “Licensed Version” and the “Licensed Services” on an, as is basis and does not warrant it to be error free, continuous and accurate. The Licensed Version and Licensed Services are subject to services availed by Licensor from different third parties; and these internet based services may sometimes be beyond the capacity of Licensor to look after and for such delays,

service interruptions or damages, the Licensor cannot be held responsible.

(k) Licensor is not concerned with any risk of loss due to business activities carried out by the Licensee by using the "Licensed Version" and the "Licensed Services". Licensor disclaims activities of third party business intermediates, hence is not responsible for any loss incurred to either Licensee or Customers of the Licensee.

(l) The "Licensed Version" and the "Licensed Service" is meant for usage on only One Server & One Domain Name by Licensee and cannot be used for any other purposes that are not stated in this Agreement.

(m) The Licensor will provide any updates and modification as and when they are available and there may be additional fees for any updates and modifications.

(n) Licensee will be entirely responsible for maintaining the confidentiality of their Customer Information and Website Administrator Information such as login user name, password, credit card number, address, contact information and shopper PIN (collectively, the "Account Access Information"). Licensee will be entirely responsible for any and all activities that occur under their account. Licensee agrees to notify Licensor immediately of any unauthorized use of their account or any other breach of security.

(o) Licensor will not be liable for any loss that Licensee may incur as a result of someone else using their Account Access Information, either with or without their knowledge. Licensee further agrees that they could be held liable for losses incurred by Licensor or another party due to someone else using their Account Access Information. Licensee agrees that they will be held responsible for all activity in their account, whether initiated by them, or by others on their behalf, or by any other means. Licensor specifically disclaim liability for any activity in their account, whether authorized by them or not.

(p) Licensee is responsible for insuring that the Licensed Website and its uses conform to all local, state, federal, and international laws. Further, Licensee is responsible for insuring the legal copyright to any images, text, or other website elements that are not provided by the Licensor.

(q) Licensee is responsible for all the contents that they upload, including both electronic text and digital images, and Not the Licensor. If this content violates any Laws or these Terms and Conditions, the Licensee agrees to take full responsibility and any violations may result in the Termination of Web Services and or Removal of such content.

(r) Licensor reserves the right to change, amend and/or otherwise alter the Services provided with equivalent or otherwise equal Services without prior notice to Licensee. Licensee agree to receive administrative communications from Licensor in regards to the Software, Web Services, Licensee's Website, Licensee's Account, Policy Changes and System Updates via fax, mail or email.

6. USAGE RESTRICTIONS:

The content Licensed or transmitted electronically to the Licensee's Website cannot be re-distributed electronically or in-print to other websites, third parties, nor anyone outside the scope of this Agreement.

(a) Due to the digital nature of the Software Products, there will be no refunds. ALL SALES ARE FINAL.

(b) The Web Services or Software Products may Not be Resold, Offered for Sale, Lease, Rent, Loan or Redistributed in any manner whatsoever.

(c) Licensee acknowledge that the Web Services, Software and its structure, organization, and source code constitute valuable trade secrets of Licensor. Licensee will Not, either directly or through a third party, (a) modify, adapt, alter, translate, or create derivative works from the Website; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Website or (c) transfer Licensee's interest in and to Licensee's Website to any third party.

(d) The Service is Licensed to be used on only One Server and One Domain Name. Under no circumstances can the Licensee duplicate this service on more than One Server or more than One Website.

(e) Licensee is responsible when they transfer the contents of this service, into any type of storage media to protect and not to violate any copyright laws or these terms and conditions.

(f) Purchasing an update or adding a new feature allows Licensee to place that on One (1) Single Website which both parties agreed. If Licensee want to put the update on an additional Website, Licensee must purchase an additional License or Licensee will violate this License Agreement.

(g) Licensee does not claim intellectual or exclusive ownership to the Website, modified or customized.

(h) Licensee will Not use any portion of this Service or the Website in any other applications.

7. NO RESALE OF WEB SERVICE IN PART OR WHOLE:

Licensee agree Not to reproduce, duplicate, copy, sell, resell, lease, rent, loan or exploit any portion of the Service, use of the Service, updates, modifications or access to the Service. Licensee may Not sub-license, assign, or transfer this License to anyone else without the prior written consent of Licensor.

8. EXTERNAL LINKS:

Licensor may provide the Licensee the capability to include links to other World Wide Web Sites or resources in Licensee's Website. Since Licensor have no control over such websites and resources, Licensee acknowledges and agrees that Licensor are Not responsible for the availability of such external sites or resources including third party Web Applications and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Licensee further acknowledge and agree that Licensor shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or resources.

Licensee agrees for the Designer Showcase Page which includes Watch Collection Page and Designer Collection Page, that Licensee is the Authorized Dealer of these Designer Watch Brands & Designer Jewelry Brands. Based on the information provided by Licensee, Licensor will place these Manufacturers Brand's, Logo's, Collection's and their Web Links on Licensee's Website. Licensee agree that Licensor shall Not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

9. ADDITIONAL FEATURES:

Certain additional features that Licensor may make available to Licensee may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions. Similarly, Licensor may make available additional services (including third party services) that are subject to supplemental or independent terms and conditions. Licensee agree that, Licensee will Not use such Additional Software or Additional Services unless Licensee have agreed to the applicable terms and conditions, including but Not limited to Licensee's payment of additional fees as required. Licensor may have acted on your behalf for creating, opening and setting up those services, but is Not responsible for their operations or maintenance.

Depending on the Services that the Licensee elects to receive, Licensee may be responsible for establishing and maintaining a commercial relationship with a financial institution or money transmitter such as a credit card processor, payment gateway, bank, Google Check Out, PayPal or other similar service. The terms of any such relationship shall be between Licensee and that entity and such terms may be more restrictive on the operation of Licensee's website & business - Licensee should contact those entities for more information regarding such terms.

10. TRADEMARK NOTICE:

Any Company Names, Company Logos, Brand Names, or Product Pictures shown or mentioned in this Website, are the Trademarks, Copyright or designations of their respective owners. All rights with respect to those Trademarks or Copyrights are reserved by their respective holders. Licensor is not responsible for the contents of any linked site. Licensor provides links to other sites solely as a convenience to website visitors. Licensor will place these Manufacturer's Brands, Logo's, Collections and Web Links on Licensee's Website based on the information Licensee provides on the Avalon Solution Web Services Participation & Company Website Set Up Form. Licensor makes no warranty or representation regarding, and does not endorse, any linked Websites, Web Applications or the information appearing thereon or any of the products or services described thereon.

11. MAINTENANCE OF WEBSITE INFORMATION & CONTENT:

Licensee is responsible for insuring the accuracy of the information on their Website Pages such as: Company Information, Store Information, Product & Pricing Information and any of the other Website Pages such as About Us, FAQ's, Customer Service, Testimonials, Custom Tabs, My Account, Map Us, Live Help, Contact Us, Education, Home, Intro Page and any other Website Pages made available in the future.

Licensee agree that Licensor shall Not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any contents of the Licensee Website.

Licensee will be solely responsible for the maintenance of their Website, including the administration & operation of their website, accepting, processing and filing customer orders and payments generated through Licensee's website, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through Licensee's website. Licensee agree that Licensor has No obligation to back-up any data related to Licensee's website operations and Licensee should independently take appropriate steps to maintain such data in accordance with Licensee's needs and requirements.

Licensee will be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the content on Licensee's website, regardless of whether Licensor provides any design or customization services to Licensee under this Agreement, including all descriptions of the products, pricing and services offered to customers of their website and user-generated content on and related to their website. Licensee will also be responsible for managing their Customized Tabs and Pages and the information and links within it.

Licensor shall manage and update the Cost & Selling Prices of certain Ashi Products on Licensee's Website as per agreed Mark-up Percentages but will not be held responsible, in the event of any changes in the Cost or Selling Price of any Ashi Products provided by Licensor on the Website or on the ECatalogs. In no event will the Licensor be held responsible for any errors or failure in updating the Product Cost or Selling Prices on the Licensee's Website or on the ECatalogs.

Further more, Licensee agree that any Products, Services, or Content published and distributed on Licensed Website and Licensee's related activities shall Not:

- (i) be false, inaccurate or misleading, fraudulent, infringe or misappropriates any third party's copyright, patent, trademark or trade secret.
- (ii) be defamatory, trade libelous, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities.
- (iii) be obscene or contain any type of pornography.
- (iv) contain any viruses, trojan horses, worms, time bombs, cancel bots, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (v) involve the transmission of any unsolicited commercial or bulk email (known as "spamming") or participate in any activities related to so-called pyramid or ponzi schemes.
- (vi) be harmful or potentially harmful to Ashi Diamonds / Avalon Solution and third parties server structure or technical infrastructure. Or otherwise engage in activities that Ashi / Avalon, in its sole discretion, determines to be harmful to Ashi / Avalon affiliates, operations, reputation, or goodwill.

12. USE OF LICENSOR WEB SERVICES & TEMPLATES:

Licensee may Not claim Licensor's web templates as their own and cannot offer them for sale to any other related or unrelated third parties. Licensor's Web Services or Templates are Not to be displayed in any manner on any other websites, or offered for sale, or distributed by any other means. The Web Services & Templates are for use only on the Website that Licensor and Licensee has agreed. The Website Templates are protected by US Copyright Laws and all violators will be prosecuted to the full extent of the law.

13. NOTICES:

All notices under this Agreement may be submitted to Licensor in writing, or electronically signed, or faxed, or be delivered by registered post or courier to the address stated on this agreement.

14. TERMINATION OF LICENSE AGREEMENT:

This License or Web Services can be terminated either by Licensor or Licensee at written notice of 60 days prior to the end of the initial term or renewal term(s), as appropriate. It will terminate with immediate effect if not renewed within said deadline. Licensor reserves the right to terminate the License with immediate effect; in case of any violations of this "Website License & Terms of Use Agreement". License can also be terminated if Licensee fails to pay any fees and bills on time to Licensor.

15. RENEWAL OF LICENSE:

This License can be renewed by mutual consent of the Licensor and Licensee upon successful completion of the terms stated in the agreement. Renewal of License will be subject to this Website License & Terms of Use Agreement and the Payment Plans as per the Avalon Solution Web Services Participation & Company Website Set Up Form as applicable at the time of renewal. Licensor's discretion will be final and binding in case of Renewal of the License. Licensor is under No obligation to Renew this Agreement as provided in clause 3d and 4.

16. ENFORCEABILITY & INVALIDITY OF AGREEMENT:

In case of any doubt, the order of documents that will be deemed as enforceable upon the other document is (1) The Website Administrator Terms of Use & Acceptance Electronic Sign up Agreement (2) Avalon Solution Web Services Participation & Company Website Set Up Form (3) The Avalon Solution Website License & Terms of Use Agreement. The "Website Administrator Terms of Use & Acceptance Electronic Sign Up Agreement" will be taken as authentic and final in case any disparity is observed in the above three documents.

If any term or provision in this Agreement shall in whole or in part be held to be invalid, illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

17. JURISDICTION:

This Agreement is to be governed by Laws of United States of America as applicable and enforceable. As Licensor is based in New York City, USA, the jurisdiction of New York City will be acting upon Licensor and Licensee.

18. NO AGENCY:

Licensee and Licensor are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

19. MISCELLANEOUS:

If Licensee changes the Website URL Address, this License shall be deemed to apply to such changed Website at Licensor’s discretion. The Licensee cannot redirect the Website URL Address under this Agreement to any other Website URL Address.

The Website Address or URL used by the Licensee must represent the name and brand of the Licensee and may not violate any Copyrights or Trademarks of any third parties.

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. The prevailing party in any dispute shall be awarded any attorneys fees and expenses incurred. The parties will cooperate with each other as reasonably requested to effectuate the purposes and provisions of this Agreement.

Except for the payment of any fees due and payable under this Agreement, neither party’s delay in the performance of any duties or obligations under this Agreement will be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, failures in electric power or telecommunications services, or any other event beyond the control of the party.

20. ACCEPTANCE OF THE TERMS:

Licensee agrees to the terms and conditions stated in the “Avalon Solution Web Site License & Terms of Use Agreement”. Licensee accepts all terms and conditions and agrees to Payment of these services as outlined in the Avalon Solution Web Services Participation & Company Website Set Up Form. The Licensee hereby states that all information provided by them is correct.

Agreed and Accepted by Licensee:

Licensee Name: _____

Licensee Address: _____

City: _____ State: _____ Zip: _____

Authorized Name: _____ Tel #: _____

Licensee Signature : _____ Date: _____