



California Coast Designs 630 Lancaster Blvd. Lancaster, CA 93534
Phone 1-800-834-3488 Fax 1-866-573-8886

Jewelry Images & Data Feed Form

This jewelry images and data feed Agreement (this "Agreement") is executed by _____ and between DIAMOND SELECT, INC. DBA CALIFORNIA COAST DESIGN, a California Corporation having its principal office at 2801 Ocean Park Blvd. #276 Santa Monica, CA 90405, United States of America ("Company"), and the retailer identified on the Membership Application ("Retailer"), and is effective as of the date on which Retailer executes this Agreement (electronically or otherwise) (the "Effective Date").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, Company and Retailer hereby agree as follows:

1. **GENERAL.** California Coast Designs provides a service (the "Jewelry Service") whereby Retailer can advertise jewelry for sale online using Company's proprietary images (the "Jewelry Images") and place orders with Company for the purchase and shipment of the advertised jewelry ("Merchandise"), under the terms and conditions as set forth in this Agreement.
2. **JEWELRY IMAGES.**
 - a. Upon the Effective Date, Retailer will be provided with access to the Jewelry Images, which access may be provided via a data feed, Ring Designer, csv, xls, disk or any other format. Subject to compliance with the terms and conditions set forth in this Agreement, Company grants to Retailer a limited, non-exclusive, nontransferable, non-sub licensable license to use the Jewelry Images for the sole purpose of advertising the Merchandise of Company to Retailer's customers (the "Customers") through Retailer's website store or other online marketplace.
 - b. Retailer shall notify Company in advance of the website URLs on which Retailer will be using the Jewelry Images. Company may allow additional URLs in Company's discretion. Such URLs may be changed by Retailer upon written notice to Company.
 - c. No other use or distribution of the Jewelry Images is permitted, and Retailer may not use the Jewelry Images in connection with the sale of merchandise from any person or entity other than California Coast Designs.
 - d. Retailer shall not grant to any third party access to the Jewelry Images through Retailer's account with Company or provide a third party with Retailer's user name and password.

Company retains the right to require Retailer to cease using the Jewelry Images for any reason at any time. Any rights in the Jewelry Images not expressly granted to Retailer in this Section are reserved by Company.

- e. Retailer may not transfer the Jewelry Images to any other party. Retailer may not modify the Jewelry Images in any manner, including modification to metadata or any proprietary or other markings contained or embedded in the Jewelry Images.
- f. If Retailer sells a website or its business owning a website containing or with rights to use the Jewelry Images, then the purchaser of such website or business must enter into an agreement with California Coast Designs in order to be able to use the Jewelry Images. Upon the termination of this Agreement for any reason, Retailer shall cease using the Jewelry Images within 5 business days of such termination.
- g. All Jewelry Images, including intellectual property rights therein, are the exclusive property of California Coast Designs, and California Coast Designs and its licensees retain the exclusive rights to all Jewelry Images. The Jewelry Images are protected under U.S. and international copyright, and other intellectual property laws. The Jewelry Images may not be copied or used except as expressly provided in this Agreement. Company will pursue all legal avenues available to protect Company's rights in the Jewelry Images.

3. TERM; TERMINATION. This Agreement shall be in effect as of the Effective Date, and shall remain in effect unless and until terminated as set forth in this Agreement. This Agreement may be terminated at any time by either party upon written notice without liability. Termination of this Agreement will not affect any Purchase Orders received and paid for prior to the date of termination. Retailer will cease displaying Jewelry Images within 5 business days of the termination of this Agreement. If Retailer fails to cease using the Jewelry Images as set forth in this Section, Retailer will be required to pay Company a fee of \$50 per day for each Jewelry Image displayed on any day. Retailer agrees that payment of such amount is fair compensation for continued use of the Jewelry Images in violation of this Agreement, and such payment shall not be the sole remedy available to Company, but Company may exercise any other right or remedy available under this Agreement or at law.

4. INDEMNIFICATION. Retailer shall indemnify and hold harmless Company, its officers, directors, employees, agents, affiliates, successors, and assigns for any and all losses, costs, expenses, and liabilities, including reasonable attorney's fees, arising out of Retailer's acts or omissions in performing or failing to perform its obligations under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement.

BOTH RETAILER, AND THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF RETAILER ON AN INDIVIDUAL BASIS, AGREE TO BE RESPONSIBLE AND LIABLE FOR BREACHES OCCURRING UNDER THE TERMS OF THIS AGREEMENT. IN

WITNESS WHEREOF, EACH PARTY THROUGH ITS RESPECTIVE DULY AUTHORIZED REPRESENTATIVE HEREBY EXECUTES THIS AGREEMENT EFFECTIVE AS OF THE EFFECTIVE DATE.

Jewelry Images & Data Feed Form cont...

RESELLER:

Signed: _____

Name: _____

Company: _____

Address: _____

City: _____

State / Zip Code: _____

WEBSITE: _____

Phone: _____

Fax: _____

Tax Id/Social Security Number (SSN): _____

SUPPLIER:

Company: **California Coast Designs**

Date: _____