

SUMMARY OF GEMVISION COUNTERSKETCH INTERNATIONAL

In order to limit the CounterSketch software (“Software”) from being offered in certain international markets, the Software WILL NOT be offered for sale to customers in the following countries:

- Canada
- Mexico
- USA
- India
- China
- Hong Kong
- Thailand
- Vietnam
- Pakistan
- Czech Republic
- Hungary
- Slovakia
- United Kingdom

This Software is being marketed for exclusive use in physical, “Brick and Mortar” retail establishments for end users only. A “Brick and Mortar” retail establishment shall mean the following:

- an independent seller operating a single jewelry store (1 door) **or**
- a small jewelry chain operating between two (2) but not more than nine (9) stores (2-9 doors)
- Operating under a common name
- Owned and controlled by a single entity.

The Software is prohibited from being sold to Manufacturers and sellers that rely **exclusively on e-commerce and internet sales**. However, independent “Brick and Mortar” retailers, as defined above, that operate a website as part of their traditional retail business are not excluded.

Customers may only export files for up to 16 different models of jewelry per day. Customers **may not:**

- Transfer digital files online or electronically EXCEPT for personal manufacturing only
- Sell, lease or rent the SOFTWARE.
- Redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Software without the prior written permission
- retain copies of the Software upon termination

Gemvision has discretion to terminate (i.e. “unplug”) the user license if Customer fails to comply with the terms and conditions of the license agreement. In such event, Customer must destroy all copies of the Software and all of its component parts. At its discretion, GEMVISION may request, and Customer must Provide, a certification that the Software has been destroyed.

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