

BY USING THE ENCLOSED CD-ROM YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (this "Agreement"). If you do not agree with the terms and conditions of this Agreement, return the CD-ROM, UNUSED, to Digital Collections, Inc. ("DCI") within 15 days of the date of purchase.

License Grant: DCI and its licensor(s) grant you a non-exclusive right to use the enclosed CD-ROM (the "Product") including all artwork, images, text, collection, documentation, software and all other content contained therein on a single central processing unit. You may not use the Product on a system accessible to multiple users. You may not reproduce or transmit, in any form or by any means, any part of the images contained in the Product without the prior written consent of DCI and its licensor(s). You may make one copy of the software contained in the Product for back up purposes only, provided you keep possession of the back up copy. The back up copy shall be subject to the terms of this Agreement. You agree that you will not copy (except for the back up copy of the software), modify, translate, reverse engineer, decompile or disassemble the Product except to the extent, and for the purposes, permitted under applicable copyright law. You may not rent, lease or loan the Product. You may assign your rights under this Agreement to a third party if, prior to such assignment, such third party notifies DCI that it agrees to be bound by this Agreement. Simultaneous with any such assignment, you must transfer all copies of the Product to the assignee or destroy any copies not transferred. Except as set forth above, you may not assign your rights under this Agreement.

Copyright Notices: Copyright © 1994-1995 Digital Collections, Inc. and its licensor(s). All rights reserved. All artworks © The Brooklyn Museum. Used by permission. This product contains ALICE JPEG Image Compression by Telephoto Communications, Inc. San Diego, California. Portions Copyright 1984-1994 FairCom Corporation. Portions of the imaging technology of this product are copyrighted by AccuSoft Corporation. QuickTime and the QuickTime Logo are trademarks of Apple Computer, Inc. used under license. Portions of this product were made with Macromedia DIRECTOR © 1994 Macromedia, Inc. Use of copyright notice does not imply publication or disclosure. No part of the contents of this CD-ROM product may be reproduced, altered or transmitted in any form or by any means without the written permission of DCI.

Copyright Ownership: Except as expressly provided herein, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Product. You acknowledge that title and full ownership rights to the Product remain the exclusive property of DCI or its licensor(s). You agree not to remove any proprietary notices, labels or marks on the Product.

Term: This license is effective upon the first use of the Product and will continue until terminated. DCI and its licensor(s) have the right to terminate your license immediately if you fail to comply with any term of this Agreement. Upon such termination you must destroy the original and any copies of the Product.

Warranty Disclaimer: THE PRODUCT IS PROVIDED "AS IS." DCI AND ITS licensor(s) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU. Some states and provinces do not allow the exclusion of implied warranties or conditions, so the above exclusion may not apply to you. In that event, all implied warranties or conditions are limited in duration to 90 days from the date of first use of the Product. This warranty gives you specific legal rights. You may also have other rights which vary from state to state or province to province.

Limit of Liability: IN NO EVENT WILL DCI OR ITS licensor(s) AND THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING ANY LOST PROFITS OR LOST

BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT EVEN IF A REPRESENTATIVE OF DCI OR ITS licensor(s) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY PARTY. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. DCI's and its licensor(s)' liability to you for actual damages from any cause whatsoever, and regardless of the form of the action (whether in contract, tort (including negligence), product liability or otherwise), will be limited to \$50.

Government Use: Use, duplication, or disclosure of the Product by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of DFARS 252.227-7013 and subparagraphs (a) through (d) of FAR 52.227-19. Contractor/Manufacturer is: DCI, 1301 Marina Village Parkway, Alameda, CA 94501.

Export: You agree that you will not export or re-export the Product without the appropriate United States or foreign government licenses.

General: You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of your agreement with DCI and its licensor(s) regarding the Product, and that it supersedes any prior agreement, oral or written, between you and DCI and its licensor(s). No variation of the terms of this Agreement will be enforceable against DCI and its licensor(s) unless DCI gives its express consent, in writing signed by an officer of DCI. This Agreement will be governed by the laws of the State of California.