## All Our Yesterdays™

EclectiCollections Publishing Ltd.

Before you start you must read and agree to the software license below. If you do not agree to the terms, return the product unused, complete with its packaging and uninstalled on a hard drive to EclectiCollections<sup>™</sup> within 10 days of delivery for a full refund.

## <u>License</u>

The purchaser is granted a non-exclusive license to use within a derivative work the images contained within this software, and is permitted to charge a fee for doing so, subject to the following:

- You may copy the images from this Disc onto one hard drive only. You may
  only use the EclectiCollections<sup>™</sup> images and any derivatives or copies
  (collectively, the "images') on one computer and with one user at a time.
- No one or more of these images may be used in any image collection or in any derivative work where the primary value is the images themselves examples of a derivative work where the primary value is the image: calendars, greeting cards, posters, T shirts, etc. However, these images may be included or incorporated in any computer digital media sold or software product for resale (e.g.: video games, multimedia CD-ROMs, video or film production) as long as the primary value is not the images themselves.
- You may not make an additional copy of the contents of the Disc for any purpose, for example "no" copy can be made for back-up or archival purposes.
- You are not permitted to translate, reverse engineer, decompile, disassemble, rent, lease, assign, transfer, modify or merge all or any part of the software program except as set out above.
- If the purchaser incorporates any of the images into a work of an "editorial" nature e.g. magazines or newspapers in printed or electronic form other than for purposes of evaluation or review, the following credit must be given:
   "EclectiCollections." ".

A BREACH OF THE ABOVE RESTRICTIONS CONSTITUTES COPYRIGHT

## INFRINGEMENT.

<u>Additional Rights Available:</u> If you are unsure of your rights under this agreement or wish to obtain additional rights, please contact EclectiCollections™ at **1-800-877-7977** for more information.

<u>General</u>: Certain images appearing in this Disc have been licensed to EclectiCollections by others who retain the copyright to those images apart from their appearance either in this Disc or from a Disc purchaser's licensed use of such images. This software is protected by national and international copyright laws and all rights not granted by the foregoing license are strictly reserved.

## Warranties

The only warranty of EclectiCollections Publishing Ltd. and all other parties involved in "All Our Yesterdays™" products (collectively, "EclectiCollections™") in relation to this Disc and software is that the publisher has the right to grant the above license to you and without limiting the generality of the foregoing, there is no warranty given in relation to merchantability or fitness of purpose. EclectiCollections™ states that all Discs are free from defect in material and workmanship for 90 days from date of shipment and users only remedy for a defective Disc and/or software is replacement of the Disc(s) or refund of the purchase price at EclectiCollections™ sole discretion. All statutory remedies apply. It is a condition of your purchase of this software/Disc that EclectiCollections™ shall not be held liable for any damages, either direct or indirect, including without limitation, damages for loss of business profits, business interruption, loss of business information or other loss arising out of the use of or inability to use the EclectiCollections™ products or individual files. Historical notes for each image are not meant to be definitive and are provided for keyword search purposes only. EclectiCollections Publishing Ltd. assumes no responsibility for their historical accuracy.

© 1996 EclectiCollections Publishing Ltd.