

# End-User License Agreement for the CSUAC Art Collection

# LICENSE AGREEMENT AND LIMITED WARRANTY

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IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, PLEASE DELETE (OR UNINSTALL) THE CSUAC ART COLLECTION FROM YOUR COMPUTER.

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#### 3. Restrictions

Notwithstanding anything to the contrary contained herein, you are not permitted under any circumstances:

- (a) to load the CSUAC Art Collection on to a network server for the purposes of distribution to one or more other computer(s) on that network or to effect such distribution.
- (b) to sublicense, distribute, or assign the images or rights to the images to another party except as outlined in paragraph 2(h).
- (c) to use any portion of the CSUAC Art Collection as part of a trademark, service mark, logo, or any other design in which you establish your own rights. I or my licensors retain full rights to the images in the art pack.
- (d) to use the CSUAC Art Collection or the images within the art pack to create a database or as material for a mapping program or application except for your own private use.
- (e) to use the CSUAC Art Collection in a product or service whereby the images from the CSUAC Art Collection can be used apart from the product or service.
- (f) to use the CSUAC Art Collection in any way that could be considered defamatory, pornographic, libelous, immoral, obscene or fraudulent, or illegal, either by making physical changes to it, in the juxtaposition to accompanying text or images, or otherwise.

# 4. Termination

Without prejudice to any other rights, any breach terminates this EULA so I may terminate this EULA immediately and without notice if you fail to comply with the terms and conditions of this EULA. In the event of termination, you must destroy all copies of the CSUAC Art Collection and all of its component parts including any CSUAC Art Collection assets stored on the hard disk of any computer. All provisions of this EULA relating to disclaimers of warranties, limitations of liability, remedies, or damages, and my proprietary rights shall survive termination.

### 5. Ownership

You only own the media (if any) on which the CSUAC Art Collection is recorded. I and/or my licensors shall at all times retain ownership of the CSUAC Art Collection as recorded on the media and all subsequent copies regardless of form.

- 6. Warranty Disclaimer and Exclusions
- 6.1 THIS CSUAC ART COLLECTION IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND OR NATURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AND MY LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES AND/OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE CSUAC ART COLLECTION AND EACH AND EVERY PART THEREOF. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, I DO NOT WARRANT THAT THE CSUAC ART COLLECTION IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, NOR THAT I WILL REPAIR ANY ERRORS IN THE CSUAC ART COLLECTION.
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- (B) IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF ME AND MY LICENSORS UNDER OR IN RELATION TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS CSUAC ART COLLECTION SHALL BE LIMITED TO US \$10.00.
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- 7.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.
- 7.3 If you acquired this CSUAC Art Collection in the United States of America, you will not export it except as authorized and permitted by the laws and regulations of that country.
- 7.4 This EULA constitutes the entire agreement between me and you with respect to the license and use of the CSUAC Art Collection and supersedes all prior or contemporaneous understandings. Without limiting the foregoing, this EULA supersedes any and all prior agreements in effect regarding the use of this CSUAC Art Collection (or any earlier version thereof), express or implied, as if you had entered into this EULA at the time you obtained a copy of the CSUAC Art Collection or earlier version thereof. No amendment or modification of this EULA will be binding unless made in writing and signed by a duly authorized representative of me. I may freely assign any or all of my rights and obligations under this EULA.
- 7.5 In the event this EULA is not deemed to cover a particular use or disposition of the CSUAC Art Collection, your rights are limited to those available under the fair use provision of the US Copyright Act.