



## QUICK REFERENCE GUIDE

This guide is meant to give a quick overview of the Made with Macromedia Run-time Distribution Agreement. It is not, however, a replacement for the actual agreement document.

### **Q: Who needs to comply with the Made with Macromedia logo requirements?**

**A:** Any user of Authorware or Director who creates an End-user Product and distributes it outside of his or her own organization or anyone who causes an End-user Product to be created and distributed outside of his or her own organization. A "Run-time Distribution Agreement" is not required if the End-user Product is used internally only, within the user's or its client's organization only.

### **Q: What are the steps I need to take to comply with this agreement?**

**A:**

- 1) Complete, sign, and return one copy of the Run-time Distribution Agreement and mail no later than 30 days after ship. The agreement becomes effective upon receipt by Macromedia.
- 2) Display the Made with Macromedia logo on the outside of the packaging or on the splash or credits screen within the software.
- 3) See Logo Guidelines for detailed size and location guidelines.
- 4) Incorporate the following copyright statement into the copyright screen of the end-user product.  
(If Authorware was used to create the Publisher Product) AUTHORWARE® COPYRIGHT © 1993, 2000 Macromedia, Inc.  
(If Director was used to create the Publisher Product) DIRECTOR® COPYRIGHT © 1984-2000 Macromedia, Inc.

### **Q: Do I need to use the Made with Macromedia logo if I distribute my product within my organization?**

**A:** No, the Run-time Distribution Agreement is not required if the end-user product is only used within the Publisher or Developer's organization. A Run-time Distribution Agreement is not required if the Developer is employed by the Publisher to create the end-user product to be used internally, within the Publisher's organization.

### **Q: Must I wait for a response from Macromedia in regards to our Run-time Distribution Agreement and Exhibit before printing, manufacturing, and packaging my end-user software?**

**A:** No, if you do not hear from Macromedia within 30 days from the day you send in the Run-time Distribution Agreement, you can assume that your Agreement have been processed and approved by Macromedia.



## RUN-TIME DISTRIBUTION AGREEMENT

Publisher Product Requiring **MADE WITH MACROMEDIA** Marking

Product Name: \_\_\_\_\_

Product Description: \_\_\_\_\_

Platform: Mac \_\_\_\_\_ Win \_\_\_\_\_ Other \_\_\_\_\_ Anticipated Introduction Dates: \_\_\_\_\_

Distribution Medium: CD-ROM \_\_\_\_\_ Floppy \_\_\_\_\_ Other \_\_\_\_\_

Runtime being distributed: Authorware \_\_\_\_\_ Director \_\_\_\_\_

Products used in development: (circle all that apply)

Authorware

Director

Dreamweaver

Fireworks

Flash

FreeHand

Fontographer

SoundEdit 16

**Publisher Information:**

**Developer Information:** (if different from Publisher)

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

May we use your Publisher Product for promotional, advertising and/or demonstration purposes?  
Macromedia agrees to credit the Publisher and/or Developer as follows, and agrees not to publish the Publisher Product as a stand-alone piece:

\_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Maybe - contact me

Credit line: \_\_\_\_\_

Send completed and signed Run-Time Distribution Agreement to:

Attn: Made with Macromedia Program

Macromedia, Inc.

600 Townsend St.

San Francisco, CA 94103



# RUN-TIME DISTRIBUTION AGREEMENT

**This agreement must be signed and return to Macromedia prior to distribution of any publisher product.**

This Agreement is entered into by and between Macromedia, Inc., a Delaware corporation with principal offices at 600 Townsend, San Francisco, California 94103 ("Macromedia") and the Publisher identified on the signature page hereof ("Publisher"), effective as of the date of receipt by Macromedia. This Agreement supplements and amends Macromedia's end-user license agreement, provided with Macromedia's Authorware® and/or Macromedia Director® authoring software.

Publisher has developed, intends to develop, has contracted to develop or intends to contract to have developed one or more "End-User Products" (as defined below), which it desires to distribute to end-users. Macromedia hereby licenses Publisher to distribute the Macromedia Run-Time within such End-User Products without payment of a royalty to Macromedia, subject to the agreement by Publisher and its Developer to use the Macromedia "Made With Macromedia" trademark, according to the terms of this Agreement.

## 1. Definitions

- (a) A "Developer" creates the End-User Products, using the Macromedia Software.
- (b) An "End-User Product" is the output file generated by the Macromedia Software, which includes a component of the Macromedia Software called the Macromedia Run-Time. Animations, courseware, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like are examples of End-User Products.
- (c) The "Macromedia Run-Time" is a portion of the Macromedia Software required by the End-User Product for the End-User Product to operate when the Macromedia Software product is not resident.
- (d) The "Macromedia Software" is Macromedia's Authorware and/or Director authoring software product.
- (e) A "Publisher" causes the Publisher Products to be reproduced and distributed to end-users, whether directly or indirectly, through distributors or resellers. A Publisher may also be the Developer, or may have contracted with the Developer to create the Publisher Product.
- (f) "Publisher Products" means the End-User Products developed through use of the Macromedia Software. Publisher Products are listed on the Run-Time Distribution Agreement. Additional Publisher Products may be added to this Agreement by completing, signing and sending additional copies of the Run-Time Distribution Agreement to Macromedia, at any time. End-User Products developed using Educational, Academic or Not For Resale (NFR) versions of the Macromedia Software are restricted to internal use only and are not included within the definition of Publisher Products.

## 2. Grant of Rights

- (a) Publishing License.
  - (i) Macromedia grants to Publisher a non-exclusive, non-transferable, perpetual, worldwide, non-royalty bearing license to incorporate, or have incorporated by its Developer, object code copies of the Macromedia Run-Time into Publisher Products and to display, perform, copy, advertise, promote, distribute, license and sub-license such copies, subject to Publisher's compliance with the terms of this Agreement. Publisher has no right to, and agrees not to display, perform, copy, distribute, license and sub-license copies of the Macromedia Run-Time except as a part of or within a Publisher Product.
  - (ii) Publisher's end-user license agreement shall contain, at a minimum, the following limitations: (1) no title to or ownership rights in the Publisher Product or any portion of the Publisher Product are transferred; (2) the end-user shall not reverse compile or disassemble the Publisher Product.
  - (iii) Publisher's rights to distribute Publisher Products created by a Developer are subject to Publisher and Developer having entered into a written agreement requiring Developer to comply with this Section 2(a) and with Section 3, below. Publisher's failure to require Developer to so comply will be deemed a material breach of this Agreement.
- (b) Trademark License. Macromedia grants to Publisher the right to use the "Made with Macromedia" logo, a trademark of Macromedia, as set forth in Section 3, below.

## 3. Required Marking

Publisher agrees to use the Made with Macromedia logo, in the form provided by Macromedia, on each copy of the Publisher Product, in accordance with the Logo Usage Guidelines.

- (a) Approval. Upon request by Macromedia, Publisher shall submit its intended use of the Made With Macromedia logo to Macromedia for approval. If Macromedia fails to notify Publisher in writing of its disapproval within five (5) business days of its receipt thereof, such use shall be deemed approved.

## 4. General

- (a) Indemnification of Macromedia. With the exception of claims which may relate solely to the operation of the Macromedia Run-Time itself, Publisher shall indemnify and hold Macromedia harmless against all claims, demands, suits, liabilities, losses, damages, judgments, settlements, costs and expenses, (including reasonable attorneys' fees) arising out of third party claims against Macromedia relating to the performance, promotion and/or distribution of the Publisher Products.
- (b) Governing Law and Legal Actions. This Agreement shall be governed by internal laws of the State of California.



## LOGO USAGE GUIDELINES

### General Guidelines

- The Made with Macromedia (MWM) trademark can only be used by licensed parties.
- The trademark must never be altered and must be reproduced from the supplied digital file.
- The trademark may not be used in connection with the display, advertising or promotion of products that do not contain Macromedia run-times.
- Licensees must identify the logo as a trademark of Macromedia, Inc. in the following format: "Made with Macromedia is a trademark of Macromedia, Inc."

### Location Guidelines

The Made with Macromedia logo must appear on either the packaging or within the software according to the following guidelines:

#### 1. Packaging (Print)

- On the outermost front, back or sides of the package. It may not be placed on the top or bottom of the product.
- If no box is used and the product is delivered on CD-ROM, the logo must be visible on the outside of the CD jewel case either on the front insert or the back tray liner
- If no box is used and the product is delivered on floppy disk, the seal must appear on the diskette holder or diskette label.
- Use the logo artwork designated for "Print"

#### 2. Software (Screen)

- On the splash screen, credits screen, or similar location within the software product for a minimum of four seconds.
- Use the logo artwork designated for "Screen"

### Size Guidelines

#### 1. Packaging (Print)

- The minimum height of the Made with Macromedia logo is 1/2 inch, or no smaller than other, similar logos on the package.

#### 2. Software (Screen)

- The logo artwork designated for screen use must maintain its original size of 196 pixels wide by 174 pixels tall as supplied in the digital file.

### Color Guidelines

Color is an integral part of the Made with Macromedia logo. There are three acceptable color variations for the logo on packaging and within the software:

1. PANTONE colors: PMS2726 and Black.
2. Four Color Process directly separated from the EPS file.
3. Black and White version.

Either the color or black and white version of the Made with Macromedia logo is acceptable on screen.

The RGB colors for onscreen display are: R: 51; G: 51; B:153

The Netscape Safe Color is 333399

### Clear Space Guidelines

The area surrounding the Made with Macromedia logo should be even, unpatterned, and free from typography, illustration and other graphic elements. At a minimum, this clear space must extend around the height and width of the logo by 1/4 inch.

### Background

The logo can be placed on screened background as long as the logo is clearly visible.

The logo may NOT be reversed to white. Use the black & white version supplied.



# END-USER LICENSE AGREEMENT

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE BREAKING THE SEAL ON THE MEDIA PACKAGE. THIS AGREEMENT LICENSES THE ENCLOSED SOFTWARE TO YOU AND CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY BREAKING THE SEAL ON THE MEDIA ENVELOPE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO DO SO, DO NOT BREAK THE SEAL. INSTEAD, PROMPTLY RETURN THE ENTIRE PACKAGE, INCLUDING THE UNOPENED MEDIA PACKAGE, TO THE PLACE WHERE YOU OBTAINED IT, FOR A FULL REFUND.**

## 1. Definitions

- (a) "Educational Version" means a version of the Macromedia® Product, so identified, intended for use by students and faculty of educational institutions, only.
- (b) "Not For Resale (NFR) Version" means a version of the Macromedia Product, so identified, intended for review and evaluation purposes, only.
- (c) "Macromedia Software" means the software program included in the enclosed package, and all related updates supplied by Macromedia.
- (d) "Macromedia Product" means the Macromedia Software and the related documentation and models and multimedia content (such as animation, sound and graphics), and all related updates supplied by Macromedia.
- (e) "End-User Product" means the output file generated by you using the Macromedia Software. Examples of End-User Products include animations, courseware, presentations, demonstration disks, interactive multimedia material, interactive entertainment products and the like.
- (f) "Macromedia Run-Time" means the portion of the Macromedia Software required in order for the End-User Product to operate on hardware on which the Macromedia Software is not resident.

## 2. License

This Agreement allows you to:

- (a) Use the Macromedia Software on a single computer.
- (b) Make one copy of the Macromedia Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Macromedia Software.
- (c) Make copies of the End-User Product (and the associated Macromedia Run-Time) and distribute those copies: for use by personnel employed by you or for use by another party solely for its own internal purposes. Users of Educational Versions and Not For Resale (NFR) Versions agree that End-User Products shall not be used for, nor shall they be distributed to any party for any commercial use or gain.
- (d) Certain Macromedia Software is licensed with additional rights as set forth in the Supplementary Rights Addendum that may be included in the package for this Macromedia Product.

## 3. Supplementary Licenses

Certain rights are not granted under this Agreement, but may be available under a separate agreement. If you would like to enter into one of the Supplementary Licenses listed below, please contact Macromedia.

- (a) Site or Network License  
You must enter into a Site License or Network License if you wish to make copies of the Macromedia Software for use with additional CPUs owned by you.
- (b) Distribution License  
You must enter into a Macromedia Run-Time Distribution Agreement if you wish to copy and distribute an End-User Product (and its associated Macromedia Run-Time) other than as set forth in Section 2.

## 4. Restrictions

You may not make or distribute copies of the Macromedia Product, or electronically transfer the Macromedia Software from one computer to another or over a network. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Macromedia Software to a human-perceivable form.

You may not modify, rent, resell for profit, distribute or create derivative works based upon the Macromedia Software or any part thereof. You will not export or reexport, directly or indirectly, the Macromedia Product into any country prohibited by the United States Export Administration Act and the regulations thereunder. Educational Versions and Not For Resale Versions shall not be used for commercial purposes.

## 5. Ownership

The foregoing license gives you limited rights to use the Macromedia Software. Although you own the disk on which the Macromedia Software is recorded, you do not become the owner of, and Macromedia retains title to, the Macromedia Product, any Macromedia Run-Times, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Macromedia.

## 6. Limited Warranties

- (a) Macromedia warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Macromedia Software will perform in substantial conformance with the documentation supplied as part of the Macromedia Product; and (ii) that the media on which the Macromedia Software is furnished will be free from defects in materials and workmanship under normal use. EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY, MACROMEDIA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF APPLICABLE LAW IMPLIES ANY WARRANTIES WITH RESPECT TO THE MACROMEDIA PRODUCT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. No oral or written information or advice given by Macromedia, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.
- (b) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

## 7. Exclusive Remedy

Your exclusive remedy under Section 6 is to return the Macromedia Software to the place you acquired it, with a copy of your receipt and a description of the problem. Macromedia will use reasonable commercial efforts to supply you with a replacement copy of the Macromedia Software that substantially conforms to the documentation, provide a replacement for the defective media, or refund to you your purchase price for the Macromedia Software, at its option. Macromedia shall have no responsibility with respect to Macromedia Software that has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the nonconformance arises out of use of the Macromedia Software in conjunction with software not supplied by Macromedia.

## 8. Limitations of Damages

- (a) MACROMEDIA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF MACROMEDIA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- (b) Macromedia's total liability to you for actual damages for any cause whatsoever will be limited to the greater of \$500 or the amount paid by you for the Macromedia Software that caused such damages.
- (c) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 9. Basis of Bargain

The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the bargain between Macromedia and you. Macromedia would not be able to provide the Macromedia Software on an economic basis without such limitations.

## 10. Government End Users

The Macromedia Product is "Restricted Computer Software."

### RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer: Macromedia, Inc., 600 Townsend, San Francisco, CA 94103

## 11. General

This Agreement shall be governed by the internal laws of the State of California. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to: Macromedia, Inc., 600 Townsend, San Francisco, CA 94103, Attention: Chief Financial Officer. Macromedia is a registered trademark of Macromedia, Inc.