

MACROMEDIA®  
End-User License Agreement for Shockwave™  
Run-Time Software (The "Software")

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE FIRST USING THE SOFTWARE. THIS DOCUMENT PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE, PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY FIRST USING THE SOFTWARE, YOU ARE ACCEPTING THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO DO SO, DO NOT USE THE SOFTWARE.

1. Important Notice Shockwave software is a unique addition to Macromedia's Run-Time software library, allowing End-Users to play applications created with Macromedia's authoring software, available on the World Wide Web. The Software is an object code package that is designed to run with and will run only with an Internet browser which is licensed to contain and contains Macromedia Player software. If your browser is not one of these, the Software may not function properly.

#### 2. License

This Agreement allows you to:

- (a) Use the Software on a single computer.
- (b) Make one copy of the Software in machine-readable form for backup purposes.

#### 3. Restrictions

Unless Macromedia has authorized you to distribute the Software, you may not make or distribute copies of the Software or electronically transfer the Software from one computer to another. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not modify, rent, resell for profit, distribute or create derivative works based upon the Software.

#### 4. Ownership

This license gives you limited rights to use the Software. You do not own and Macromedia retains ownership of the Software and all copies of it. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Macromedia.

#### 5. Disclaimer of Warranties and Technical Support

The Software is provided to you free of charge, and on an "AS IS" basis, without any technical support or warranty of any kind from Macromedia including, without limitation, a warranty of merchantability, fitness for a particular purpose and non-infringement. SOME STATES DO NOT ALLOW

THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

#### 6. Limitation of Damages

MACROMEDIA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS (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. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the bargain between Macromedia and you. You agree that Macromedia would not be able to provide the Macromedia Software on an economic basis without such limitations.

#### 7. Government End Users RESTRICTED RIGHTS LEGEND

The Software is "Restricted Computer Software." 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.

#### 8. 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 and and Shockwave is a trademark of Macromedia, Inc.