



## 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.

\*Note: The Made with Macromedia program does not apply to Director MX 2004. Please refer to the product's End-User License Agreement (EULA) for more details.

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

**A:**

1) Complete, accept, and submit the Run-time Distribution Agreement prior to distribution of the End-user Product. The agreement becomes effective upon acceptance.

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 corresponding copyright statement for the applicable Macromedia product into the copyright screen of the end-user product.

(If Authorware was used to create the Publisher Product)  
AUTHORWARE® COPYRIGHT © 1993, 2005  
Macromedia, Inc.

(If Director was used to create the Publisher Product)  
DIRECTOR® COPYRIGHT © 1984-2005  
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 fully complete, accept and submit the Run-time Distribution Agreement, you can assume that your Agreement has 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                      ColdFusion                      Flash Communication Server

**Publisher Information:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

May we contact you about possible use of your Publisher Product for promotional, advertising and/or demonstration purposes?

- Yes     No     Maybe - contact me

If "Yes," Macromedia agrees to credit the Publisher and/or Developer as follows, and agrees not to publish the Publisher Product as a stand-alone piece:

Credit Line: \_\_\_\_\_

Send completed and signed Run-Time Distribution Agreement to:  
 Attn: Made with Macromedia Program  
 Macromedia, Inc.  
 601 Townsend St.  
 San Francisco, CA 94103



# RUN-TIME DISTRIBUTION AGREEMENT

**This agreement must be accepted and submitted 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 601 Townsend, San Francisco, California 94103 ("Macromedia") and the Publisher identified on the prior page hereof ("Publisher"), effective as of the date of acceptance of this Agreement by Publisher. 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, accepting and submitting 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, nonroyalty 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 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) Copyrights. Publisher agrees to incorporate the corresponding copyright statement for the applicable Macromedia product into the copyright screen of the end-user product.

- (i) If Authorware was used to create the Publisher Product: AUTHORWARE® COPYRIGHT © 1993, 2005 Macromedia, Inc.
- (ii) If Director was used to create the Publisher Product: DIRECTOR® COPYRIGHT © 1984-2005 Macromedia, Inc.

(b) 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 fixed media (e.g CD, DVD), the seal must appear on the media case or media 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.