

SOFTWARE USE LIMITATIONS AND LIMITED LICENSE

This special 4-level preview version of MDK (the "Software") is intended solely for your personal noncommercial home entertainment use. You may not decompile, reverse engineer, or disassemble the Software, except as permitted by law. Interplay Productions [and Shiny Entertainment] retain [s] all rights and title in the Software including all intellectual property rights embodied therein and derivatives thereof. You are granted a revocable, nonassignable limited license to create derivative works of this Software solely for your own personal noncommercial home entertainment use and may publicly display such derivative works to the extent specifically authorized by Interplay in writing. A copy of this authorization, if any, will be provided on Interplay's World Wide Web site, located at <http://www.interplay.com>, or by contacting the legal department at Interplay at (714) 553-6655. The Software, including, without limitation, all code, data structures, characters, images, sounds, text, screens, game play, derivative works and all other elements of the Software may not be copied (except as provided below), resold, rented, leased, distributed (electronically or otherwise), used on pay-per-play, coin-op or other for-charge basis, or for any commercial purpose. You may make copies of the Software for your personal noncommercial home entertainment use and to give to friends and acquaintances on a no cost noncommercial basis. This limited right to copy the Software expressly excludes any copying or distribution of the Software on a commercial basis, including, without limitation, bundling the product with any other product or service and any give away of the Software in connection with another product or service. Any permissions granted herein are provided on a temporary basis and can be withdrawn by Interplay Productions at any time. All rights not expressly granted are reserved.

Modem and Network Play. If the Software contains modem or network play, you may play the Software via modem transmission with another person or persons directly without transmission through a third party service or indirectly through a third party service only if such service is an authorized licensee of Interplay. For the purposes of this license, a "third party service" refers to any third party service which provides a connection between two or more users of the Software, manages, organizes, or facilitates game play, translates protocols, or otherwise provides a service which commercially exploits the Software, but does not include a third party service which merely provides a telephonic connection (and nothing more) for modem or network play. Authorized licensee services are listed on the Interplay Productions World Wide Web Site located at <http://www.interplay.com>. This limited right to transmit the Software expressly excludes any transmission of the Software or any data streams thereof on a commercial basis, including, without limitation, transmitting the Software by way of a commercial service (excepting those specific commercial services licensed by Interplay) which translates the protocols or manages or organizes game play sessions. If you would like information about obtaining a pay-for-play or commercial license to the Software, please call Interplay Productions at (714) 553-6655. Nothing in this paragraph is intended to prevent you from downloading the Software from Interplay's Web site or from commercial service providers authorized by Interplay to provide the Software to you.

Acceptance of License Terms. By downloading or acquiring and then retaining this Software, you assent to the terms and restrictions of this limited license. If you acquired the Software and do not accept the terms of this limited license, you must return the Software together with all packaging, manuals and other material contained therein to the store where you acquired the Software for a full refund and if you downloaded the Software, you must delete it.