

EXHIBIT E
SYSTEM MANUAL

Important:
Before boarding any aircraft, remove the ActiMates character's batteries. The ActiMates character is an electronic toy and can radiate radio frequency (RF) energy, much like an AM/FM radio, whenever its batteries are installed, even if the character is turned off.

The ActiMates character may interfere with other radio-operated devices such as cordless phones and baby monitors when used with the PC Pack or TV Pack Transmitter.

Tested to comply with FCC standards.
• For home and office use.
• Model #: PCT5, APCT

For use in the United States and Canada only. Radio frequency allocations differ in other countries.

United States Radio and TV Interference Regulations

The Microsoft ActiMates interactive character, the ActiMates TV Pack Transmitter, and the ActiMates PC Pack Transmitter comply with Part 15 of the U.S. Federal Communications Commission (FCC) Rules. Operation is subject to the following two conditions: (1) these devices may not cause harmful interference, and (2) these devices must accept any interference that may cause undesired operation.

When used together, the ActiMates character and the Transmitter can radiate radio frequency (RF) energy. If not installed and used in strict accordance with the instructions given in the printed documentation, the ActiMates character and the Transmitter may cause harmful interference with other radio-operated devices' reception. Any cable that is connected to the Transmitter must be a shielded cable that is properly grounded. (The cable supplied with the Transmitter is properly grounded.)

The ActiMates character, the TV Pack Transmitter, and the PC Pack Transmitter have been tested, and they comply with the limits for a Class B computing device in accordance with the specifications in Part 15 of the U.S. FCC rules. These limits are designed to provide reasonable protection against harmful RF interference in a residential installation. There is, however, no guarantee that RF interference will not occur in a particular installation.

To determine if the ActiMates character or the Transmitter is causing interference to other radio-operated devices (for example, baby monitors, cordless phones, radio-controlled toys, etc.), disconnect the Transmitter from your television and VCR or computer, respectively. If the interference stops, it was probably caused by the Transmitter.

If the ActiMates character or the Transmitter causes interference to other radio-operated devices in your home, try the following measures to correct the situation:

- Move the other radio-operated device to another part of the room, away from the ActiMates character and the Transmitter, or move the ActiMates character to a different part of the room.
- Move the Transmitter to a different location. For example, put the TV Pack Transmitter on the floor or on a stereo cabinet, or put the PC Pack Transmitter farther away from your computer monitor and the central processing unit. For maximum range, the Transmitter should be at least one foot away from your television, VCR, and the computer.
- Plug the TV Pack Transmitter into a different power outlet so that the Transmitter is on a different circuit than the television, VCR, and computer.
- If necessary, ask an experienced computer or radio-TV technician for more suggestions. You may find helpful information in the booklet "The Interference Handbook" (1993), published by the FCC. The booklet is available from the U.S. Government Printing Office, Washington, D.C. 20402. The stock number is 04-000-00493-1.

Note Any changes or modifications not expressly approved by Microsoft could void the user's authority to operate this device.

Canadian Interference-Causing Equipment Regulations

This Class B digital apparatus meets all requirements of the Canadian Interference-Causing Equipment Regulations.

Cet appareil numérique de la classe B respecte toutes les exigences du règlement sur le matériel brouilleur du Canada.

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QUESTIONS. Si vous avez des questions, ou si vous désirez communiquer avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, ou écrire à: Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399.

quelque nature que ce soit. Puisque certains états ou juridictions ne permettent pas la limitation de la durée d'une garantie ou condition légale ou implicite, il est possible que la restriction ci-dessus ne vous concerne pas.

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EXCLUSION DE GARANTIES. La présente Garantie Limitée est la seule garantie expresse qui vous est accordée et remplace toute autre garantie expresse (s'il y a lieu) créée par toute documentation ou tout matériel d'emballage. Aucune autre garantie ou condition n'est accordée relativement au Matériel Informatique par quelque personne que ce soit, y compris, mais sans limitation, Microsoft et ses fournisseurs. **À l'exception de cette Garantie Limitée, et dans toute la mesure permise par la législation en vigueur, Microsoft et ses fournisseurs fournissent le matériel Informatique TEL QUEL et avec tous ses défauts, et, par les présentes, excluent toute autre garantie et condition, expresse ou implicite, légale ou conventionnelle, écrite ou verbale, y compris, mais sans limitation (s'il y a lieu), toute garantie et condition implicite ou légale de qualité marchande, de conformité aux besoins, d'effort professionnel et d'absence de négligence, relativement au Matériel Informatique.** De plus, il n'existe aucune garantie ou condition de titre, d'autorité et d'absence de contrefaçon relativement au Matériel Informatique.

ware Device AS IS and with all faults, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, and of lack of negligence or lack of workmanlike effort, all with regard to the Hardware Device. Also, there is no warranty or condition of title, authority, or noninfringement in the Hardware Device.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental or consequential damages whatsoever (including but not limited to damages for loss of profits, for business interruption, for personal injury, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever), arising out of or in any way related to the use of or inability to use the Hardware Device, even if Microsoft or any supplier has been advised of the possibility of such damages.

GOVERNING LAW. If you acquired the Hardware Device in the United States of America, the laws of the State of Washington, U.S.A., will apply to this contract. If you acquired this Hardware Device outside of the United States of America, then local law may apply.

If you acquired this product in Canada, except where expressly prohibited by local law, the laws in force in the Province of Ontario, Canada will apply to this contract and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

QUESTIONS. Should you have any questions, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399.

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Vous bénéficiez également d'une garantie et/ou condition légale ou implicite, **mais uniquement en ce qui concerne les défauts découverts pendant la durée de cette Garantie Limitée, et uniquement si une garantie ou condition légale ou implicite est créée par les lois de votre état/juridiction et que les lois fédérales ou provinciales interdisent d'y renoncer.** En ce qui concerne les défauts découverts après la période de quatre-vingt (90) jours, il n'existe aucune garantie ou condition de

This Microsoft product comes with a 30-day money-back guarantee. If you are not completely satisfied with this product, you may return it for a full refund. For more information, call Microsoft at (800) 370-9255.

LIMITED WARRANTY. Microsoft warrants that on the day you receive the Hardware Device and for the next 90 days thereafter, under normal use and service, (a) the Hardware Device will be substantially free from defects in materials and workmanship, and (b) any Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues.

You also have an implied warranty and/or condition, **but only as to defects discovered during the period of this Limited Warranty, and only if an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it. As to any defects discovered after the 90 day period, there is no warranty or condition of any kind.** Some states and jurisdictions do not allow limitations on duration of an implied warranty or condition, so the above limitation may not apply to you.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. **Except for any refund elected by Microsoft, you are not entitled to any damages, including but not limited to consequential damages.** This Limited Warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

REGISTRATION. You need not return the warranty registration card for this Limited Warranty to be effective.

BENEFICIARY. To the extent allowed by applicable law, this Limited Warranty is only made to you, the first user of the Hardware Device, and there are no third party beneficiaries of this Limited Warranty. It is not intended for and does not apply to anyone else (except as required by law).

YOUR EXCLUSIVE REMEDY. Microsoft's and its suppliers' entire liability and your exclusive remedy with respect to the Hardware Device shall be, at Microsoft's option, either (a) return of the price paid (if any) for, or (b) repair or replacement of the Hardware Device that does not meet this Limited Warranty and which is returned to Microsoft with a copy of your receipt of purchase. You may exercise this remedy without charge, except that you are responsible for any expenses you may incur. This Limited Warranty is void if failure of the Hardware Device has resulted from accident, abuse, or misapplication. Any replacement Hardware Device will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. To exercise your remedy, contact Microsoft at: Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399.

DISCLAIMER OF WARRANTIES. The Limited Warranty herein is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. No other warranties or conditions are made with respect to the Hardware Device by any person, including but not limited to Microsoft and its suppliers. **Except for the Limited Warranty, and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Hard-**



If your question isn't urgent

Send e-mail to a Microsoft Technical Support engineer

You can submit questions 24 hours a day and will receive a response from an engineer within one business day. To submit your question, go to <http://support.microsoft.com/support> and select Web Response. Web Response is available for both Standard No-Charge Support (amount varies as described above) and Pay-Per Incident Support (fees vary as described above).


If you need text telephone (TTY/TDD) services

In the United States, dial (425) 635-4948, 6:00 A.M. - 6:00 P.M. Pacific time, Monday - Friday, excluding holidays or in Canada, dial (405) 568-4641, 8:00 A.M. - 8:00 P.M. eastern time, Monday - Friday, excluding holidays.

If you need support outside the United States and Canada

The support options described here are available in the United States and Canada only. For information on support available in other countries, contact the Microsoft subsidiary nearest you. A listing of Microsoft worldwide subsidiaries is available at <http://www.microsoft.com/support/>.

The services and prices listed here are available in the United States and Canada. Support outside the United States and Canada may vary. Microsoft's support services are subject to Microsoft's then-current prices, terms, and conditions, which are subject to change without notice.



If you have a technical question, you can get your question answered quickly through one of several options.

If you have a simple question

Quickly find answers yourself online

Use Support Online to find information you need online. Innovative wizards provide step-by-step guidance so you can diagnose and solve problems yourself. To begin your search, go to <http://support.microsoft.com/support>.

If your question is urgent and more complex

Telephone Microsoft Technical Support

Receive assistance directly from a support engineer to solve your issue.

Standard No-Charge Support — for help during regular business hours

The amount of no-charge support for which your product is eligible varies as described below. Please call one of the following numbers.

In the U.S.: (425) 635-5043

6:00 A.M. - 6:00 P.M. Pacific time,
Monday - Friday, excluding holidays

In Canada: (405) 568-3503

8:00 A.M. - 8:00 P.M. eastern time,
Monday - Friday, excluding holidays

For questions about the **ActiMates character, the TV Pack transmitter, or the PC Pack transmitter**, you are eligible for 90 days of Standard No-Charge Support which begins the first time you speak with an engineer. (For example, if the ActiMates character is not making any sound, or if you have the ActiMates TV Pack or PC Pack, but the ActiMates character is not responding to cues from the ActiMates-compatible video or CD-ROM.)

For questions about **ActiMates-compatible software**, you are eligible for unlimited Standard No-Charge Support. (For example, if you can't install your software, or can't hear sound from the software.)

Pay-Per-Incident Support - for help after hours

If you need help after hours, or if you have used up your Standard No-Charge Support, you can purchase Pay-Per-Incident Support. The fees for Pay-Per-Incident support will vary depending on the type of question you have. Support fees for the (800)# calls will be billed to your VISA, MasterCard, or American Express card. Support fees for the (400)# calls will appear on your telephone bill.

For questions about the **ActiMates character, TV Pack, or PC Pack:**

In the U.S. for \$35 US per incident

(800) 436-5700 or (400) 555-2000
24 hours a day, seven days a week
including holidays

In Canada for \$45 CDN + tax per incident

(800) 668-7975
8:00 A.M. - 8:00 P.M. eastern time,
Monday - Friday, excluding holidays

For questions about **ActiMates-compatible software:**

In the U.S. for \$15 US per incident

(800) 436-5600 or (400) 555-2400
24 hours a day, seven days a week
including holidays

In Canada for \$45 CDN + tax per incident

(800) 668-7975
8:00 A.M. - 8:00 P.M. eastern time,
Monday - Friday, excluding holidays

If the computer is on, but the yellow light on the Transmitter is not lit:

- The Transmitter is not getting power. Make sure the Transmitter's game port connector is connected securely to the MIDI/game port on your computer.
- If you connected a game controller to the Transmitter's Pass-through port, the Transmitter may be incompatible with the game controller. Unplug the game controller while using the ActiMates character with the computer.

Note: Turn off your computer before you unplug the controller from the Transmitter's Pass-through port.

If the software is playing on the screen, but the ActiMates character isn't talking along:

- Make sure the software title is ActiMates-compatible.
- Squeeze one of the character's hands to make sure it's turned on.
- Make sure the ActiMates character has fresh batteries installed. If the character has trouble communicating with the computer and its movements slow down or stop completely, then its batteries need to be replaced.
- Make sure the Transmitter cable is securely fastened to the computer.
- Make sure the ActiMates character is within 15 feet (4.6 meters) of the Transmitter.

If the ActiMates character's speech is broken up or missing words, or if a software error message indicates that the character can't be found:

- Move the character closer to the Transmitter or a few feet to the right or left. The character should be less than 15 feet (4.6 meters) from the Transmitter, and the Transmitter should be at least 1 foot (0.3 meters) from the computer, monitor, and speakers.
- Try moving the Transmitter to a different location.
- Make sure the Transmitter's cable is fully extended.
- Change the frequency (channel) of your cordless phone. If you're using a cordless phone while the ActiMates character is interacting with the software, there may be interference between the phone and the Transmitter.
- Turn off other radio-operated devices while the ActiMates character is interacting with the software. Other radio-operated electronic devices may also cause interference with the Transmitter. (For example, baby monitors, garage door openers, burglar alarms, radio controlled toys, or certain types of appliances with electric motors.)

If you've tried all of these tips, but the ActiMates character still isn't interacting with the software:

- See the Troubleshooting section of the PC Pack Help file. To start PC Pack Help, click the Windows Start button, point to **Programs**, point to either **Microsoft Barney Software** or **Microsoft Arthur Software**, and then click **PC Pack Help**.

Look for ActiMates-compatible software titles. Check the CD-ROM's package for this symbol.



When the ActiMates character's batteries get low, its movements will slow down, its speech will become slurred or stuttered, and the radio range to the Transmitter will decrease. Before you call Microsoft Technical Support, make sure you've tried installing new batteries!

Your child uses a mouse or other pointing device to play the software activities, just as she would with traditional learning software. However, when the software is used with an ActiMates character and the ActiMates PC Pack, squeezing one of character's sensors makes special things happen!

Use ActiMates Barney with the Barney software activities

- **Cover Barney's eyes**—Barney will play peekaboo and the on-screen character will play along!
- **Squeeze Barney's hand**—In levels 1-3, Barney will take a break from the game on the screen and present a short lesson that reinforces the specific learning concepts of the game. In the "Explore Mode" creative activities, Barney will take a turn adding something to your child's creation.
- **Squeeze Barney's middle toe**—Barney and the on-screen character will sing a song that reinforces the curriculum being presented in the on-screen activity.

Use ActiMates Arthur or D.W. with the Arthur software activities

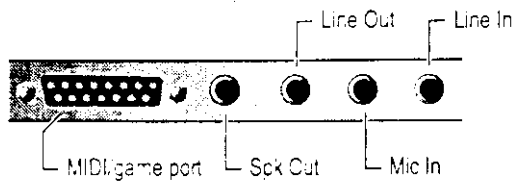
- **Squeeze Arthur's or D.W.'s ear**—ActiMates Arthur or D.W. will offer a hint about how to get the right answer in the current software activity.
- **Squeeze Arthur's or D.W.'s hand**—ActiMates Arthur or D.W. will take a turn to demonstrate the activity.
- **Squeeze Arthur's or D.W.'s watch**—ActiMates Arthur or D.W. will ask the host character in the current software activity what time it is.
- **Squeeze Arthur's or D.W.'s foot**—ActiMates Arthur or D.W. or one of the on-screen characters will tell a knock-knock joke.

Note: If you have both ActiMates Arthur and D.W., only one ActiMates character at a time will work with the Arthur software. It is not possible to switch from one character to another during a session. To switch characters, you must restart the Arthur software.

Important Turn off your computer before you connect the Transmitter! Connecting the Transmitter without first powering off your computer can permanently damage the Transmitter, your computer, or your sound card.

To connect the Transmitter to your computer

- 1 Turn off your computer.
- 2 Plug the Transmitter's game port connector into the 15-pin MIDI/game port on your computer; generally located on your computer's sound card. (MIDI devices and game devices use the same port.) The following figure shows what this port might look like on the back of your computer.

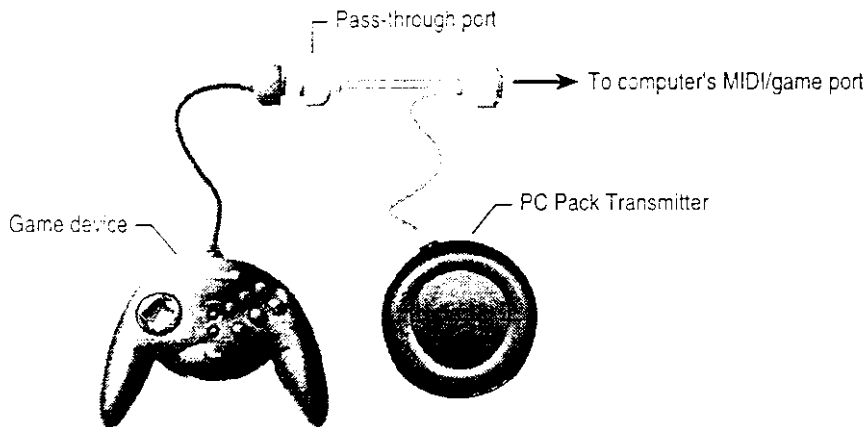


Note Your sound card will always have Line In/Line Out ports like the ones shown here. Make sure you don't accidentally plug the Transmitter into a 15-pin port on a network card!

The Transmitter draws its power from the MIDI/game port and is on when the computer is on. There is no On/Off Switch. If connected properly, the yellow light on the front of the Transmitter will be lit when the computer is on.

- 3 Tighten the screws on the Transmitter's connector so that it is securely connected to the MIDI/game port.

Note If you have a joystick or game pad, it may already be plugged into your MIDI/game port. In that case, the Transmitter's cable has a "Pass-through" port that allows you to plug both devices into your computer at once. Turn off the computer, unplug the game device, plug the Transmitter into the MIDI/game port on your computer, and then plug the game device into the Pass-through port on the Transmitter's cable.



Always turn your computer off before you connect or disconnect the Transmitter to or from the MIDI/game port on your computer, or before you connect or disconnect a game device to or from the Transmitter's Pass-through port.

Most game devices are compatible with the Transmitter's Pass-through port, however some game devices are not. If the Transmitter's yellow light goes out when the game device is connected to the Pass-through port, the Transmitter is not compatible with your game device.

ActiMates Barney interacts only with ActiMates-compatible Barney software titles. ActiMates Arthur and ActiMates DW interact only with ActiMates-compatible Arthur software titles. Check the CD-ROM's package for this symbol.

If you have both ActiMates Arthur and ActiMates D.W., only one character can interact with the software at a time.

Make sure the ActiMates character stays within 15 feet (4.6 meters) of the Transmitter. If the character is outside the Transmitter's range, the character may be unable to interact with the software.

Before your child begins playing on the computer with the ActiMates character, we encourage you to let your child play with the character for a while as a stand-alone toy. For example, squeeze the sensors in the character's hands and feet and see what happens. The character will respond to these same actions while the software game is running, so the software experience with the ActiMates character may be more meaningful and fun if your child has had a chance to get to know the character first.

To get started using the ActiMates character with your computer

- 1 Make sure the ActiMates character has fresh batteries installed. For instructions, see the Getting Started manual that came in the box with the ActiMates character.
- 2 Connect the Transmitter to your computer, as described on the following page. Make sure you turn off your computer before you connect the Transmitter. Connecting the Transmitter without first powering off your computer can permanently damage the Transmitter, your computer, or your sound card.
- 3 Set up the ActiMates software on your computer. For instructions, see the booklet inside the CD-ROM case.
- 4 Make sure the ActiMates character is within 15 feet (4.6 meters) of the Transmitter.
- 5 Squeeze the character's hand to make sure it's turned on.
- 6 If necessary, adjust the volume of the speakers attached to your computer, so your child can hear both the ActiMates character and the software characters on-screen.
- 7 Start the software title and begin playing along with the ActiMates character!

Placement and Range

The Transmitter communicates with the ActiMates character by means of a radio link. As with most AM/FM radios, the Transmitter is influenced by its placement and proximity to metal. The Transmitter is designed to operate at a maximum of 15 feet (4.6 meters) from the character but this distance can vary depending on where the Transmitter is placed.

For best results, the Transmitter should be placed on the work surface, at least one foot (0.3 meters) from the computer, monitor, and speakers. Do not place the Transmitter on top of the monitor, directly on or next to the computer, on or near the speakers, or on a metal surface. If the Transmitter is placed in such a location, the operating distance to the ActiMates character may be reduced.

Congratulations on your purchase of the Microsoft ActiMates™ PC Pack, which includes:

Transmitter with 15-pin MIDI/game port connector cable: Connects to the MIDI/game port on your computer, allowing Microsoft ActiMates characters to interact with ActiMates-compatible software titles by means of radio link.

Multimedia CD-ROM: Includes four ActiMates-compatible software activities.

- You can use ActiMates Arthur™ or ActiMates D.W.™ with the following Arthur activities: Prunella, Queen of the Jungle and Muffy's Word-O-Matic.
- You can use ActiMates Barney™ with the following Barney activities: Professor Tinkerputt's Dive Site and Baby Bop's Chicken Coop.

Note See the booklet inside the CD-ROM case for software setup instructions and descriptions of the software activities.

When you use your ActiMates character with the PC Pack Transmitter and ActiMates-compatible software, the ActiMates character becomes your child's computer learning buddy. The ActiMates character offers hints and suggestions, takes turns in the software activities, and motivates your child with encouraging words.

You can use the PC Pack with the following Microsoft ActiMates characters:

Microsoft ActiMates Barney™ When used with the PC Pack, ActiMates Barney can interact with ActiMates-compatible Barney software titles. In addition to the Barney activities included on the PC Pack CD-ROM, there are four Barney software titles available from Microsoft, each sold separately.

Microsoft ActiMates Arthur™ or Microsoft ActiMates D.W.™ When used with the PC Pack, ActiMates Arthur and D.W. can interact with ActiMates-compatible Arthur software titles and the Arthur Web site at <http://www.pbs.org/arthur>. In addition to the Arthur activities included on the PC Pack CD-ROM, there are three Arthur software titles available from Microsoft, each sold separately.

- Minimum computer requirements:
 - 486/66MHz CPU
 - 8 MB RAM and Windows® 95 or later (16 MB RAM recommended)
 - or—
 - 16 MB RAM and Windows NT® version 4.0 or later
 - 2 MB hard disk space
 - Double-speed (2x) CD-ROM drive (4x CD-ROM drive recommended)
 - 16-bit sound card with external MIDI/game port
 - Super VGA display card and monitor capable of 800 x 600 resolution in 256 colors
 - UL listed computer

Look for ActiMates-compatible software titles. Check the CD-ROM's package for this symbol.



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