CREATIVE®

WWW.CREATIVE.COM

DEVELOPER APPLICATION

For

North America, South America, Oceania, and Asia except Japan

Creative Labs' Registered Developer Program is designed to provide software and hardware developers with a selection of key services. The program is of most interest to developers who specifically design applications that utilize Creative's Digital Entertainment, audio, graphics, video, communication and speech technologies. The program is free to Creative approved developers, and operates in three different time zones with offices in the USA, Europe, and Asia.

As a registered developer you will be entitled to specific privileges, which may include:

- Developer technical support (Non-Disclosure Agreement required)
- Advance notification of new products and updates
- Co-marketing opportunities
- Access to Creative's developer bulletin board and website
- Special developer pricing on Creative Labs' products

To apply for registered status, please complete the application form and non-disclosure agreement. When completing the non-disclosure agreement, please remember to initial each page and to sign the signature block located on the right-hand side at the end of the document.

Please return the completed applications and non-disclosure agreement by mail or fax to:

Creative Labs, Inc.
ATTN: DEVELOPER RELATIONS
1901 McCarthy Blvd.
Milpitas, CA 95035

FAX: 408.432.6717

You will be notified of registration approval approximately 14 days after Creative's receipt of this application. Before or upon approval, Creative Labs may request copies of your software supporting Creative's products. This will allow ease of support and ensure that Creative's existing and future products maintain compatibility.

EAX
Redefining the Audio Experience

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Please Identify Your Primary Area Of Development (Choose one only)

☐ Game Developer   ☐ Portable Audio Devices Developer
☐ Music Developer   ☐ Internet Audio & Video Developer

PLEASE PRINT CLEARLY USING BLOCK LETTERS

Company Information

Company Name: _____ Phone: _____ Fax: _____

Mailing Address: _____
(No P.O. box)
City: _____ State/Prov: _____ Zip/Postal
Code:_____

Country: _____

Shipping Address: _____

City: _____ State/Prov: _____ Zip/Postal
Code:_____

Country: _____

Marketing Contact

Name: _____ Title: _____

Phone: _____ Fax: _____ e-mail: _____

Technical Contact

Name: _____ Title: _____

Phone: _____ Fax: _____ e-mail: _____

Web Site Information

Main Page URL: _____

Additional URL: _____ Webmaster's e-mail: _____

Publisher Information (if applicable)

Company Name: _____ Contact Name: _____

Phone: _____ Fax: _____ e-mail: _____

Distributor Information (if applicable)

Company Name: _____ Contact Name: _____

Phone: _____ Fax: _____ e-mail: _____

Product / Website Service Information (Please include current products & products under development, and/or services offered via your web site)
Note: Please make copies of these pages for each product or service as needed.

Product Name or Service: _____ Expected Ship Date: _____

Description of Product (hardware/software description) or Service (ie: MP3 Content delivery, Meta label, etc.) :
_____
_

_____
_

_____
_

Software Title Specifications
CPU Speed _____

Video:
- ☐ 3D Acceleration
- ☐ MPEG 2
- ☐ AVI
- ☐ MOV

Medium:
- ☐ CD-ROM
- ☐ DVD-ROM

Audio:
- ☐ Digital Audio
- ☐ 3D Positional Audio
- ☐ Dolby® Surround
- ☐ Pro Logic®
- ☐ AC-3®
- ☐ MIDI
- ☐ General MIDI
- ☐ SoundFont® Support

Platforms Supported
- ☐ MS-DOS®
- ☐ Windows® 98
- ☐ Windows 95
- ☐ Windows NT
- ☐ MAC®
- ☐ Linux®
- ☐ UNIX®
- ☐ Nintendo 64®
- ☐ Sega Saturn®
- ☐ Mac OS X
- ☐ Sony® Playstation 2
- ☐ Other _____

Drivers / Libraries Used
- ☐ MSS (RAD)
- ☐ Sound Operating Systems (HMI®)
- ☐ Creative Labs (including EAX™)
- ☐ DirectX®
- ☐ Other_____
- ☐ OpenGL® (OGL)
- ☐ Glide®/WinGlide (3Dfx®)
- ☐ A3D®
- ☐ OpenAL™

Creative Labs' Products Supported
- ☐ NOMAD® (all models)
- ☐ NOMAD II or II MG
- ☐ NOMAD Jukebox

- ☐ Webcam (all models)
- ☐ Webcam II or III
- ☐ Webcam Go (or Go Plus)
- ☐ Sound Blaster® (all models)
- ☐ Sound Blaster 16 Series
- ☐ Sound Blaster AWE 32 Series
- ☐ Sound Blaster AWE 64 Series
- ☐ Sound Blaster PCI Series
- ☐ Sound Blaster Live!™ Series
- ☐ Sound Blaster Live! 5.1 Series

☐   Sound Blaster Live! for Macintosh®

☐   OOZIC™
☐   PC DVD Encore (all models)
☐   BlasterKey™ MP3
☐   Other_____

File formats suported (Web developers only)

☐ RealVideo®   ☐ Liquid Audio
☐ Quicktime   ☐ Windows Media (WMA)
☐ Video For Windows (Media Player)   ☐ MP3 (open mp3)
☐ Vivo®   ☐ Beatnik
☐ Other _____   ☐ SDMI MP3
                                            ☐ Qdesign - MVP
                                            ☐ Other _____

Which categories best describe you and / or your company?

☐ Publisher for Development Company   ☐ Consultant
☐ Developer of Commercial Applications Software   ☐ Student / Academic
☐ Developer of Commercial Programming Tools   ☐ Corporate Developer
☐ OEM or Hardware Vendor   ☐ Music content provider or label
☐ Developer of Music Software or Hardware   ☐ Other_____

Which categories best describe your company's principal product market?

☐ Games / Entertainment   ☐ Animation
☐ Education / Edutainment   ☐ Business / Productivity
☐ Music / MIDI/ Audio Editing tools   ☐ Science / Engineering
☐ Video   ☐ Internet Audio /Streaming technology
☐ Authoring   ☐ Other_____

Does your company participate in an affiliate program?

☐ Yes   ☐ No   (If yes, list company name(s)_____)

Are any of your products distributed through OEM?

☐ Yes   ☐ No   (If yes, list company name(s)_____)

What type of support / services would you like to receive from Creative Labs?

_____
_

_____
_

☐   **I would also like to register as an EMU Sound Developer** (checking this box will forward your information to EMU Sound Central).

●●●

Completion of this application does not ensure acceptance into the Creative Labs' Developer Program. You will be notified regarding your status in Creative Labs' knowledge
Developer Program approximately 14 days after Creative's receipt of this application. Creative Labs, Inc. reserves the right to change any and / or all of terms or cancel in the Developer Program at any time without notice. Additionally, Program admittance may be revoked by Creative at any time for any reason.
_____

I hereby declare that all the information provided in this application is true and accurate to the best of my

_____
Signature   Date

Please return all pages to: Creative Labs, Inc.
                                     ATTN: DEVELOPER RELATIONS

1901 McCarthy Blvd.
Milpitas, CA 95035
Or fax to: 408.432.6717
●●●

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into on the   day of   , 1999.

BETWEEN :-

(1)   E-mu Systems, Inc. having its principal place of business at 1600 Green Hills Road, Scotts Valley, CA 95067-0015 ("E-mu"),

(2)   , a   corporation having its principal place of business at   , to be referred to as the ("Receiving Party").

WHEREAS :-

1   E-mu develops and uses valuable technical and non-technical confidential and proprietary information.

2   Receiving Party is interested in receiving certain Confidential Information (as defined hereunder) from E-mu for the purpose of   .

NOW THEREFORE, in consideration of the disclosure of such Proprietary/Confidential Information and the mutual covenants and promises herein contained, it is agreed as follows :-

1   For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to E-mu of which Receiving Party may obtain knowledge or access. "Confidential Information" includes, but is not limited to, the following types of information and other information of a similar nature, whether or not set forth in writing : discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source code, object code, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, "know-how", marking techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information. "Confidential Information" shall also include any information described as proprietary or designated as confidential information, whether or not owned or developed by E-mu, and whether or not copyrighted or information disclosed to E-mu by any third party which information E-mu is obligated to treat as confidential or proprietary information.

2   All Confidential Information disclosed by E-mu shall, between E-mu and Receiving Party, remain the property of E-mu. E-mu is not hereby granting or extending to Receiving Party any rights of any kind under any patent, copyright, trademark, or other intellectual property right which E-mu, its parent or affiliate companies may now have or may hereby obtain with respect to the Confidential Information. Nothing contained in this Agreement shall be construed to obligate E-mu to disclose any information to Receiving Party.

3   Receiving Party shall use the Confidential Information **only** for the above-stated purposes, unless otherwise agreed to by a further separate written agreement of the parties, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information :-

> Use Restriction Clause here!

(i)   is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no act or fault on the part of Receiving Party;

(ii)   was already in the possession of the Receiving Party and at its free disposal prior to the time of receiving such information from E-mu; or

(iii)   is hereafter rightfully furnished to Receiving Party by a third party without breach of any separate non-disclosure obligation and not in violation of any duty of confidence under this Agreement.

4   Receiving Party agrees that no Confidential Information shall be disclosed to any officer or employee of Receiving Party, unless such person shall have a valid need to know such information in order to carry out the above-stated purposes and such disclosure shall be on terms at least as restrictive and enforceable as those herein contained. Receiving Party shall take no less than all reasonable precautions to ensure against any breach of confidentiality and will advise its employees who have access to any Confidential Information of the confidential nature thereof and of the limitation with respect to its permitted use to the above-stated purposes.

Initial : _____

5   Notwithstanding the conclusion or termination of the parties' relationship as described herein, whether due to termination by either party upon thirty (30) days written notice to the other or otherwise, Receiving Party shall continue to fulfil its obligations hereunder and to maintain the confidentiality of the Confidential Information for a period of **five (5)** years from the date of disclosure. Sections 1-6 and 8-14 shall survive termination of this Agreement.

6   All Confidential Information and derivatives, existing in written form or recorded in any other tangible medium, shall be returned to E-mu upon its request or immediately upon termination, together with any reproductions or copies thereof.

7   Upon written request of Receiving Party, E-mu may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorized representative of E-mu, to Receiving Party to disclose Confidential Information otherwise required to be kept confidential by this Agreement.

8   Receiving Party agrees that E-mu will suffer irreparable harm if Receiving Party fails to comply with its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate E-mu for any such breach. Accordingly, Receiving Party agrees that E-mu will, in addition to any other remedies available to it at law or in equity, be entitled to the issuance of injunctive relief to enforce the provision hereof.

9   Receiving Party agrees that if it fails to comply with its obligation, as set forth herein, E-mu shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which Receiving Party directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with any such violation. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which E-mu may be entitled, at law or in equity, under this Agreement.

10   Neither party shall have the right to assign this Agreement (or any portion hereof) without the prior written consent of the other party. Any assignment without such consent shall be void and is a material breach hereof. Subject to the foregoing, this Agreement shall be binding upon the successors and authorized assigns of Receiving Party and shall inure to the benefits of the successors and authorized assigns of E-mu. No oral agreement, statement or representation shall alter its provisions.

11   Any notice or communication to be given under this Agreement shall be deemed given if delivered in writing to the intended recipient at the address and marked for the attention of the person set out in this Agreement or as may be notified from time to time by the party concerned. No addition or modification of this Agreement will be binding on either party unless reduced to writing and signed by both parties.

12   The failure of any party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall remain in full force and effect.

13   The terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of all parties, except to the extent required by a court or regulatory agency of competent jurisdiction.

Initial : _____

14   This Agreement shall be governed by and interpreted in accordance with the laws of the **State of California** without regard to its choice of laws rules. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first written above.

E-mu Systems, Inc.

Signature: _____   Signature: _____

Name: _____   Name: _____

Designation: _____   Designation: _____

ER:mn
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nda1.doc standard

Initial : _____