

# NewTek Developer Application

## General Information

Organization Legal Name \_\_\_\_\_  
Name of Parent Company \_\_\_\_\_  
Principal Contact \_\_\_\_\_  
Marketing Contact \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, St., Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
URL \_\_\_\_\_  
E-mail \_\_\_\_\_

## Organization Profile

- Corporation      Date of Incorporation \_\_\_\_\_ State or Province/Nation \_\_\_\_\_  
 Partnership      Majority Owner \_\_\_\_\_  
 Proprietorship      Owner \_\_\_\_\_

Business/Tax License # \_\_\_\_\_

Number of employees \_\_\_\_\_ Number doing NewTek-related development \_\_\_\_\_

### Marketing Channels: (X as applicable)

- Direct Sales  
 Distributors  
 Dealer Sales

### Technical Support Methods for your products: (X as applicable)

- Dealer Training  
 Telephone Support  
 End User Classes  
 BBS  
 Internet/E-Mail  
 Fax?

### NewTek Product Development Profile

Have you already created hardware or software supporting NewTek products? \_\_\_\_\_

If so, please list their names: \_\_\_\_\_  
\_\_\_\_\_

NewTek products which your product will support: (X as applicable)

- Video Toaster
- Flyer
- LightWave 3D

Please specify which systems you intend to support

- Video Toaster/Flyer – Amiga
- LightWave 3D – DEC Alpha Win NT
- LightWave 3D – PoweMac
- LightWave 3D – Intel Win NT/95/3.1
- LightWave 3D – Silicon Graphics
- LightWave 3D – Sun
- LightWave 3D – Other

Hardware platforms used for NewTek-related development (number and types):

\_\_\_\_\_  
Are you creating a new NewTek product? If so, please briefly describe it.  
\_\_\_\_\_  
\_\_\_\_\_

Following is a list of some of the information you should provide us so we can properly present your products to our user base. (Please copy and fill out a full sheet per each product.):

Product Name: \_\_\_\_\_

Product Type:

- Plug-in
- Standalone
- Content
- Peripheral
- Platform
- Other

\_\_\_\_\_

Shipping Date: \_\_\_\_\_

Price: \_\_\_\_\_

Distribution: \_\_\_\_\_

Platform Compatibility: \_\_\_\_\_

Version: \_\_\_\_\_

Key Users (Digital Domain, NBC, etc.):  
\_\_\_\_\_

Key Projects:  
\_\_\_\_\_

Basic Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Install Procedure:  
\_\_\_\_\_  
\_\_\_\_\_

Brief Tutorial:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bugs or compatibility problems with NewTek products (for internal use only):  
\_\_\_\_\_  
\_\_\_\_\_

What does your product offer that NewTek's products don't have?:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you porting your product to our other platforms? If yes, what? \_\_\_\_\_  
\_\_\_\_\_

## NewTek Partners, L.P. Developer Terms and Conditions

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Now on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, Developer agrees to the following terms and conditions by signing this application for NewTek Partners, L.P. Developer status.

1. Developer understands that entering the NewTek Developer program in no way creates a partnership or agency relationship with NewTek, Inc. Neither party or Developer is an agent or has any authority to bind other party.
2. Terms. NewTek reserves the right to change the terms of Developer program at any time without notice, and to terminate Developer's participation in the Program. In such an event, no refund of Program fees will be made. The terms of the program will begin on the date NewTek accepts the program application, and will expire one (1) year thereafter. Developer's acceptance into Program will depend upon NewTek's receipt and acceptance of the annual program fee of \_\_\_\_\_ and the Program Application completed by Developer, which may require Developer to include business plan, marketing literature, and/or samples of previous products. Developer agrees that in order to continue membership in the Developer Program, following the initial one year term, it must abide by NewTek's then current terms and conditions, including the payment of the annual fee and support verification of the availability of Developer's product. The annual fee does not include updates to current versions of software other than the version issued upon joining the program.
3. Proprietary Rights and Confidential Information  
Developer agrees that it will not (I) use any NewTek Partners, L.P. trademark unless it has received NewTek's prior written consent or (II) provide information to any third party about unannounced NewTek products without the prior written consent of NewTek, Inc. Developer also agrees that it will not use any information designated by NewTek as classified for any purpose except the promotion of the relationship between NewTek and the Developer under the Developer Program and shall limit the disclosure of information to those persons in the Developer's organization, who need to know such information for Developer's participation in the Developer Program. NewTek will respect as confidential any proprietary or trade secret information released to NewTek by Developer, which Developer designates as confidential or proprietary.
4. Warranties. Developer recognizes that NewTek has no obligation to update, enhance, or correct any product supplied by NewTek to Developer. NewTek is also in no way obligated to inform Developer of any changes NewTek may make. All products supplied by NewTek are provided "as is" and without warranty of any kind. **NEWTEK DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. NewTek Independent Development. NewTek may acquire, market, distribute, develop, or otherwise obtain products that are similar to Developer's product(s) and enter into similar agreements with other developers.
6. Indemnification. Developer agrees to hold NewTek harmless from and against any cost liability, claim, action, demand, loss, settlement, damage or expense (including court costs and reasonable attorney' fees) incurred by NewTek with respect to any claim or suit by any third party arising from Developer's development, distribution, or sale of its product(s).
7. Order of Precedence. The foregoing terms and conditions shall take precedence over any provisions in any Developer purchase order or other NewTek business form and shall apply to all transactions between developer and NewTek unless the parties otherwise agree in writing.
8. This agreement shall be governed and enforced by the Laws of the State of Texas.

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Applicant certifies that the statements set forth in the Application are true and complete to the best of Applicant's knowledge as of the date of execution. Applicant authorizes NewTek to contact any references listed in the Application or subsequent information provided to NewTek. Applicant agrees to all terms and conditions set forth by NewTek Partners, L.P. in this application, and those listed under "NewTek Partners, L.P. Developer Terms and Conditions."

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Company or Organization Name (Please Print)

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Applicant Name (Please Print)

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Applicant Signature

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Applicant Title