Membership Application
and
License Agreement

SONY
COMPUTER ENTERTAINMENT

MEMBER INFORMATION

MEMBER NAME *

BIRTHDATE

PARENT OR GUARDIAN NAME   If Member is under 18 years of age

RELATIONSHIP TO MEMBER

COMPANY NAME

STREET ADDRESS *

APARTMENT OR SUITE

ADDRESS LINE 2

COUNTRY *

CITY *

STATE/PROVINCE *

ZIP/POSTAL CODE *

DAYTIME TELEPHONE *

TELEPHONE 2   Please specify (i.e. home, work, pager, cell phone)

FAX

INTERNET PROVIDER

E-MAIL *

E-MAIL 2

COMPUTER SYSTEM INFORMATION

PROCESSOR
486 ❑   Pentium ❑   PowerPC ❑   Mac ❑   Other ❑ _____

3D GRAPHICS ACCELERATOR
Yes ❑   No ❑

MEMORY
8MB ❑   16MB ❑   32+MB ❑

INTERNET CONNECTION
28.8 ❑   56K ❑   ISDN ❑   Cable ❑   T1+ ❑

ADDITIONAL INFORMATION

SYSTEMS OWNED   Select all that apply
PlayStation ❑   N64 ❑   SNES ❑   Genesis ❑   Saturn ❑   Other ❑ _____

LANGUAGE/DEVELOPMENT ENVIRONMENT EXPERIENCE   Select all that apply
C ❑   C++ ❑   Basic ❑   Pascal ❑   Visual C++ ❑   Delphi ❑   Visual Basic ❑   GNU ❑
Other ❑ _____

SOFTWARE DEVELOPMENT EXPERIENCE   Select all that apply
PlayStation ❑   Windows ❑   DOS ❑   Mac ❑   N64 ❑   Saturn ❑   SNES ❑   Genesis ❑
C64 ❑   Atari 8-bit ❑   Atari ST ❑   Amiga ❑   UNIX ❑   Other ❑ _____

* Required Information

SCEA USE ONLY

ASSIGNED ID	INITIAL PASSWORD	R & D	ACCOUNTING	LEGAL

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING AND RETURNING THIS MEMBERSHIP AND LICENSE AGREEMENT. BY SIGNING AND RETURNING THIS MEMBERSHIP AND LICENSE AGREEMENT AND TENDERING PAYMENT, YOU INDICATE THAT YOU UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. THIS IS A LEGAL AGREEMENT WHICH BINDS YOU IF SCEA ACCEPTS YOUR PAYMENT AND PROVIDES A CONSOLE AND DEVELOPMENT TOOLS TO YOU. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST REVIEW AND SIGN THIS AGREEMENT.

1.   <u>Definitions</u>.

1.1   "Agreement" means this Net Yaroze Membership and License Agreement.

1.2   "Console" means the Yaroze DTL-H3001 PlayStation console purchased by the Member under this Agreement.

1.3   "Development Tools" means the Hardware Tools and Software Tools.

1.4   "Hardware Tools" means the equipment (serial cable, boot CD, and access card) licensed under this Agreement and used by the Member to execute -- on the Console -- the PlayStation Format Software stored in the Host Computer.

1.5   "Host Computer" means the Member's personal computer which meets or exceeds the specifications set forth in the accompanying materials.

1.6   "License Fee" means the sum to be paid by Member to SCEA, as established and as may be modified by SCEA from time to time, as a condition to delivery of the Development Tools and the Member's Console to Member.

1.7   "Member" or "You" means an individual residing in the United States or Canada who has consented to the terms of this Agreement and has paid the License Fee and any Membership Fee.

1.8   "Membership Fee" means a periodic fee which may be established by SCEA beginning on April 15, 1999 for access to the Yaroze Server.

1.9   "Net Yaroze" means the membership organization operated by SCEA to facilitate communication and information sharing among Members.

1.10 "PlayStation Format Software" means the executable files created from the Member's PlayStation Format Source Code.

1.11 "PlayStation Format Source Code" means source code written by the Member which, through use of the Software Tools and Hardware Tools, is displayed as PlayStation Format Software through the Console.

1.12 "SCEA" means Sony Computer Entertainment America Inc.

1.13 "Software Tools" means the software and associated documentation that are provided to and licensed to the Member under this Agreement, including updates, supplements and new versions which may be provided by SCEA from time to time.

1.14 "Third Party Development Tools" means any SCEA-approved third party software tools which may be used in conjunction with the Development Tools and Console and which are supplied to the Member by SCEA or such third party at the Member's request.

1.15 "Yaroze Server" means the server operated by SCEA for Member support and exchange of information.

1.16 "Yaroze Server Rules" means the rules set forth in section 7 below, and such other rules as SCEA may reasonably institute for the use of the Yaroze Server.

2.   <u>Grant of Rights and Reserved Rights</u>. Subject to the terms and conditions of this Agreement, SCEA grants You the nonexclusive, nontransferable right and license to (a) install one copy of the Software Tools on the Host Computer and (b) use the Development Tools to create PlayStation Format Software.

2.1   You grant to SCEA the nonexclusive, worldwide right and license (a) for publicity and promotional purposes only and in any and all media, to use, reproduce, display and distribute portions of any of the PlayStation Format Software that You create and (b) to post all or part of the PlayStation Format Software that You create on SCEA's Yaroze Server and/or similar Yaroze Servers maintained in Europe and Japan.

2.2   All use of Third Party Development Tools is governed by any license terms included within the packaging for the Third Party Development Tools.

2.3   SCEA reserves all rights not expressly granted in this Agreement.

2.4   Additionally, SCEA reserves the right:

2.4.1 To reject any application for Membership.

2.4.2 To institute and charge a Membership Fee, and/or to charge for any upgrades or enhancements to the Development Tools and/or the Console that, in its sole discretion, it may make available.

2.4.3 To institute reasonable additional terms and conditions of membership and access to the Yaroze Server.

2.4.4 To limit or withhold access to the Yaroze Server if You violate any of the terms and conditions of this Agreement.

2.4.5 To delete, copy or move software and/or other information that you post on the Yaroze Server.

2.4.6 To suspend the operation of the Yaroze Server at any time for maintenance, inspection, upgrades, or as a result of any event beyond SCEA's reasonable control.

2.4.7 To discontinue the operation of the Yaroze Server and Net Yaroze, on and after April 15, 1999.

3.   <u>Restrictions</u>. You shall not:

3.1   Decompile, disassemble, peel semiconductor components from, or otherwise reverse engineer or attempt to reverse engineer or derive source code from the Console and/or the Development Tools.

3.2   Transfer, license, rent, lease, modify or otherwise dispose of the Console and/or the Development Tools.

3.3   Use, reproduce, copy or display the Development Tools for any purpose other than to create PlayStation Format Software.

3.4   Use, reproduce, copy or display the Development Tools for

any unlawful purpose, or to violate any laws, ordinances or regulations.

3.5 Infringe on the copyright or other intellectual property rights of SCEA or any other party.

3.6 Violate the right to privacy or the right of publicity of SCEA or any other party.

3.7 In connection with Net Yaroze, engage in conduct which SCEA judges in its discretion to be inappropriate including, but not limited to, the use of obscene language, conduct which is sexually explicit, conduct which depicts intoxication or substance abuse, or conduct which reflects adversely on the name, reputation or goodwill of SCEA or its affiliates.

3.8 Disseminate, distribute, publish, sell or license Your or any Member's PlayStation Format Software without the advance written consent of SCEA. You may, however, post PlayStation Format Software on the Yaroze Server.

4. Affirmative Obligations of Members. The Net Yaroze program is designed to enable individuals -- as opposed to corporations or licensed commercial developers and/or publishers -- to create PlayStation Format Software for personal use, to present to SCEA and, through the Yaroze Server, for the enjoyment of other Net Yaroze Members. Accordingly, You promise SCEA that You are an individual and that You are not a corporation, a licensed commercial developer and/or publisher. Additionally, You promise that you shall:

4.1 Be responsible for the Host Computer, Your modem and for all costs associated with connection to the Yaroze Server.

4.2 Maintain the Development Tools in good condition.

4.3 Actively participate in Net Yaroze and, when posting information on or transmitting information through the Yaroze Server, shall comply with the Yaroze Server Rules.

4.4 If You are under the age of eighteen, review this Membership and License Agreement with, and have this Membership and License Agreement signed by Your parent or guardian.

4.5 Upon request, provide SCEA with a copy of any PlayStation Format Software that You create.

4.6 Promptly notify SCEA of any bugs or errors that You discover in the Software Tools. The information contained in any such notification shall become the property of SCEA. SCEA shall make reasonable efforts to correct, but is not obligated to correct, such bugs or errors.

4.7 Promptly notify SCEA of any change of address, telephone number or e-mail address.

5. Ownership.

5.1 All title to, patent rights in, copyrights to and trademarks associated with, the Development Tools (including, but not limited to, any images, photographs, animations, video, audio, music, text and applets, incorporated into any of the Development Tools) and any accompanying printed materials are owned by SCEA or its suppliers. You agree not to alter or remove any detail of ownership, copyright, trademark or other proprietary right connected with the Development Tools or the Console.

5.2 You own the copyright in any PlayStation Format Source Code that You create; however, Your use of the Development Tools to create PlayStation Format Software is under the license granted in this Agreement. Accordingly, (i) You gain no right of ownership in any portion or derivative of the Development Tools used in, referenced by, accessed by or incorporated in the PlayStation Format Source Code that You create and (ii) at the bottom of the title screen of any PlayStation Format Software that You create, You must display the following legal text (with an appropriate modification to the year as SCEA may, in the future, request): **Portions © 1997, Sony Computer Entertainment Inc.**

6. Access to the Yaroze Server.

6.1 SCEA will provide You with a unique username and password to permit access to the Yaroze Server. Your access to the Yaroze Server shall be deleted upon termination or expiration of either this Agreement or membership.

6.2 You shall not allow any third party to use Your username or password, and shall not transfer, sell or dispose of Your username or password.

6.3 You shall keep Your password confidential, and shall notify SCEA promptly if You become aware that Your username and/or password are being used by any third party.

6.4 You shall at all times comply with the Yaroze Server Rules.

7. Yaroze Server Rules. In Your use of the Yaroze Server, you shall not:

7.1 Publish or post material or information that (a) defames another, (b) infringes on the legal or intellectual property rights (including rights of privacy or publicity) of others, (c) is obscene or sexually explicit, (d) is racially or ethnically objectionable, (e) depicts intoxication or substance abuse, (f) reflects adversely on the name, reputation or goodwill of SCEA or its affiliates or (g) violates any law or regulation.

7.2 Use the Yaroze Server to threaten, harass, stalk, abuse or otherwise violate the legal rights of others.

7.3 Upload files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you (a) own or control the rights to that software or other material or (b) have received all necessary consents to do so.

7.4 Upload files that contain a virus or corrupted information.

7.5 Delete any legal notice or author attribution in a file that you either upload or download.

7.6 Falsify the source or origin of software or other material contained in a file that you upload.

7.7 Purposely "lock up" the Yaroze Server or use the Yaroze Server in a manner that adversely affects the availability of its resources to other Members.

7.8 Use the Yaroze Server to post or transmit chain letters or pyramid schemes, or to advertise or offer to sell goods or services to other Members.

8. WARRANTIES AND LIMITATION OF LIABILITY.

8.1 LIMITED WARRANTY. SCEA warrants that the media containing the Software Tools and the Hardware Tools will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. The limited ninety (90) day warranty on the Console is subject to the terms, conditions, limitations and exclusions set forth on the warranty card enclosed with the Console. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to You. To the extent allowed by applicable law, implied warranties on the Software Tools media and Hardware Tools, if any, are limited to ninety (90) days.

8.2 EXCLUSIVE REMEDY. SCEA's and its suppliers' entire liability and Your exclusive remedy shall be, at SCEA's option, either return of the License Fee or repair or replacement of the Software Tool media and/or the Hardware Tool that does not meet SCEA's Limited Warranty and which is returned to SCEA with a copy of Your receipt. This Limited Warranty is void if failure of the Software Tool or Hardware Tool has resulted from: (a) use with products not sold or licensed by SCEA (including, but not limited to, non-licensed game

enhancement devices, adapters and power supply services; (b) use for commercial purposes (including rental), or modifications or tampering; (c) damage by negligence, accident, wear and tear, unreasonable use, or by other causes unrelated to defective materials or workmanship; or (d) alteration, defacing or removal of the serial number. Any replacement Software Tool or Hardware Tool will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8.3 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SCEA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE TOOLS, HARDWARE TOOLS AND/OR YAROZE SERVER. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

8.4 NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SCEA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OR DAMAGE TO DATA ON THE HOST COMPUTER, DAMAGES CAUSED BY A VIRUS OR SOFTWARE OBTAINED FROM THE YAROZE SERVER, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE TOOLS, THE HARDWARE TOOLS AND/OR THE YAROZE SERVER, EVEN IF SCEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Termination of Membership. SCEA shall have the right to terminate this Agreement, without refund of the License Fee or Membership Fee, in the event that any of the promises that You made in this Agreement are not true, You violate any of the provisions of this Agreement and/or fail to pay the Membership Fee in a timely manner. In the event of termination, You shall promptly delete any copies or installed versions of the Software Tools and return the original Development Tools to SCEA. Even after termination, You shall continue to be bound by sections 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement.

10. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding choice of law provisions, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to resolve any dispute arising from this Agreement shall be brought in the courts of the San Mateo County, California (if under State law) or the Northern District of California (if under Federal law). If permitted under applicable law, you submit to the exclusive jurisdiction and venue of such courts for purposes of any such action.

11. Severability. In the event that any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the relevant portion shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

12. Entire Agreement. This Agreement, together with such rules as may be instituted in the future by SCEA and posted as such on the Yaroze Server, is the entire agreement between you and SCEA regarding the subject matter of this Membership and License Agreement.

PLEASE READ BEFORE SIGNING

Your signature below indicates that you have read, understand and agree to the terms of this agreement as provided to you by Sony Computer Entertainment America (SCEA) via mail, or electronically via our web site at www.scea.sony.com/net. Any alterations, changes, deletions or modifications to the original text that have not been pre-authorized in writing by SCEA are null and void.

Prior programming experience in "C" is a strict requirement. No telephone support is offered and all Net Yaroze questions must be directed to the official Net Yaroze members web site. There are no refunds and signed obligations are non-transferable.

MEMBER   PARENT OR GUARDIAN

SIGNATURE		SIGNATURE	
PRINTED		PRINTED	
DATE		DATE	

Sony Computer Entertainment America, Inc.
919 E. Hillsdale Blvd., Foster City, CA 94404