

NAUTILUS SUBMISSION AGREEMENT

I would like to submit the items described on the attached Description of Material (the "Material") to METATEC Corporation, a Florida corporation ("METATEC"), for publication on METATEC's CD ROM based information service known as NAUTILUS and on other information distribution products provided by METATEC.

By signing this agreement and submitting the Material to METATEC, I agree that: (a) METATEC may (but will not be obligated to) reproduce, publish, and distribute the Material (including reproductions in any form) on NAUTILUS, compilations, collections, or "spinoffs" of NAUTILUS, or any other information distribution products or services provided in whole or in part by METATEC, on terms consistent with any end user use restrictions described in the attached Description of Material and with such disclaimers and upon other terms as METATEC deems appropriate, in its discretion; (b) METATEC may edit the Material for clarity or grammar or to delete potentially inaccurate or inflammatory information or statements, as long as the changes do not substantially change the intended purpose of the Material; and (c) neither METATEC nor any end user of the Material will be required to pay me any royalties or other compensation for their use of the Material, except to the extent the Material is identified on the attached Description of Material as shareware, in which case the end user (but not METATEC) may be obligated to pay a fee to me.

I represent and warrant to METATEC that: (i) I am the sole owner of the Material (including all copyrights and other interests therein) and have the absolute right to possess the use and allow METATEC to possess and use the Material as contemplated by the agreement; and (ii) the Material is free of viruses, worms, and other similar items. I will indemnify and hold METATEC harmless from and against any and all liabilities, losses, damages, claims, costs, or expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly out of any breach of my warranties or the publication, use, distribution, or exhibition of the Material, including without limitation any liabilities for defamation, infringement of any patent, copyright, trademark, or other proprietary right, or misappropriation of any trade secret, excepting only any liabilities arising directly out of any intentional misuse of the Material by METATEC.

I understand and agree that: (A) the use, distribution, or publication of the Material by METATEC does not constitute or imply an endorsement of the Material by METATEC; (B) METATEC HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ME RELATING TO ITS PRODUCTS OR SERVICES; AND (C) IN NO EVENT WILL METATEC BE LIABLE TO ME FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

I am executing this agreement as an inducement for, and in consideration of, METATEC's acceptance of the Material for possible publication. I agree that this agreement will be governed by Ohio law, will be enforceable by METATEC and its successors and assigns, and will be binding upon me and my heirs, personal representatives, successors, and assigns. All references to METATEC contained in this agreement are intended to include METATEC and its subsidiaries and affiliates.

I have read and fully understand this agreement.

Date: _____, 199__

(Signature)

Printed Name: _____

Company: _____

Complete Address: _____

Telephone Number: _____ FAX Number: _____

On Line Service Number: _____

DESCRIPTION OF MATERIAL

Description of Material(s) as you would like it to appear on the disc(s) (or attach a marketing brochure):

Type of material submitted:

	Free Use*	Demo/Promo**	Shareware***
<input type="checkbox"/> Artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Animations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> AVI file format video clips	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Image/photograph(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Music	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> MIDI file(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Game(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Software Program(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Commentary/article(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Product sheets/mktg materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Audio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Database/data files	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Fonts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> QuickTime sample(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Free Use: Subscribers to NAUTILUS, and any purchasers of NAUTILUS compilation discs, are granted a non-exclusive, non-assignable, and non-transferable license to use the "Material" free of any usage fees or licensing charges for personal, business, or production use so long as the "Material" is not used for commercial or resale purposes. Any commercial use requires permission from the author.

**Demo/Promo: "Material" in this category is intended for demonstration or review purposes only and is not to be used for any purpose other than evaluating the "Material" or product described in the "Material."

***Shareware: Subscribers to NAUTILUS are entitled to use "Material" in this category on a trial basis and, if interested in use beyond a trial basis, are obligated to pay directly to the author of the "Material" as described in the "Material." Metatec shall have no obligation to ensure compliance with the terms by NAUTILUS subscribers or others, except that Metatec will take reasonable steps to make such persons aware of the terms.

Additional Information (if applicable):

System/Memory Requirements of full and demo versions: _____

Instructions/ReadMe Included? (Yes/No)_____ If NO, briefly describe application's function:

Price of full and demo versions: _____

Printed Name: _____

Company: _____

Complete Address: _____

Telephone Number: _____ FAX Number: _____