

## **NautilusCD 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 publication known as NautilusCD 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 NautilusCD, compilations, collections, or "spinoffs" of NautilusCD, 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) or 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.

This agreement will be considered in effect for the term of one (1) full year from the date signed and will cover any and all of those products currently in production that are created by said company(s) or individual(s) listed below. A separate Submissions form will be requested for any new product(s) developed by same said company(s) or

individual(s).

I have read and fully understand this agreement.

\_\_\_\_\_, 199\_\_ \_\_\_\_\_  
(Date) (Signature)

Printed  
Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Voice Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

On Line Service Number(s): \_\_\_\_\_

### Description of Material(s)

PRODUCT NAME (if applicable): \_\_\_\_\_

BRIEF DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

TYPE OF MATERIAL(S): Please place a check mark in the boxes found on the left that pertain to the type of materials that you are or have sent to use to use in your presentation. Then place an additional check mark in one of the columns on the right to distinguish the status of how the material(s) are to be sued. Please refer to category descriptions found below to assess these definitions.

Use***		Demo/Promo*	Shareware**	Free
<input type="checkbox"/>	Artwork	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Animation(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Image(s)/Photo(s)/Slide(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"/>	Font(s)	<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"/>	Redbook(CD) Audio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	WAV File(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commentary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Article(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tutorial(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Database/Data File(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"/>	Media Blitz! Score(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	QuickTime/AVI Sample(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	HyperCard Stack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Documentation/Text/ReadMe(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/>	Press Release(s)/					
	Product Sheet(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	VHS/Beta Video Tape(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Audio Intro(s)/Overview(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Self-Running/Interactive Demo(s)	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	Screen Shots	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Full Working Product(s)		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	Time Restricted Product(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Other (Please Describe)	_____				

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**\*DEMO/PROMO/PRESENTATION:** "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." Full versions of product(s) will not be put on the disc without express permission from publisher, developer or distributor.

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