



**TDWI/
1105 Media, Inc.**

ARTICLE SUBMISSION AGREEMENT

As of the date this Agreement is first signed by both TDWI/1105 Media, Inc. (“Publisher”) and you (“Writer”), the parties agree as follows:

1. Writer is being commissioned by Publisher to provide articles (“Articles”). Unless otherwise specified in writing, all the terms shall apply to all Articles submitted to Publisher by Writer.

2. Writer will submit the Articles to Publisher for editorial review according to the schedule set by the Publisher. Publisher may, in its sole discretion, publish all or part of any Articles.

3. This License shall be exclusive to the Publisher for a period of 90 days following publication by Publisher. Following such 90 day exclusivity period, Writer shall have the right to reprint the Articles, use the Articles in the course of other conferences or in book form provided a proper credit line is included (Reprinted with permission of 1105 Media, Inc.).

4. Following the 90-day exclusivity period stated in Paragraph 3, Writer grants to Publisher a non-exclusive, worldwide, perpetual, irrevocable right and license to, both itself and through third parties, publish, make mechanical electronic or software renditions, make translations and other versions, quote and otherwise utilize the Articles and material based on the Articles. Without limiting the generality of the foregoing, Publisher shall have the right to exploit all electronic rights (as hereinafter defined) in the Work. “Electronic rights” means the right to use or adapt, the Articles or any portion thereof, as a basis for photographic, video, audio, digital, or any other form or method of copying, recording or transmission, now known or hereafter devised including, without limitation, copying or recording by phonographic records, film, microfilm, microfiche, slides, filmstrips, transparencies, CD-ROM, magnetic tape, cassettes, video discs, floppy discs or any other human or machine-readable medium, and the broadcast or transmission thereof, including by way of example, but not of limitation, via Internet or Intranet. Writer further grants to Publisher a sublicenseable right to use the Writer’s name, pseudonym, biography, and photograph or other likeness in any effort to publicize, advertise or promote all or part of the Articles in any media or forum.

5. If either party materially breaches its obligations to the other, the other party may, in addition to its other remedies, immediately terminate this Agreement. In the absence of a material breach, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other.

6. Writer represents and warrants that at the time of their delivery to Publisher, all Articles will be unpublished, original works of Writer’s authorship, and will be of publishable quality. Writer further represents and warrants that the Articles do not and will not infringe upon any copyright, trademark, trade secret or otherwise violate any other personal or proprietary rights of any individual, company or other entity, and that Publisher’s title to the Articles is and will be good and marketable and otherwise free and clear of any liens, encumbrances, or other third party claims.

7. Writer may not assign, transfer or subcontract Writer’s obligations under this Agreement without Publisher’s prior written consent.

8. This Agreement sets forth the entire understanding between the parties with respect to the subject matter in this Agreement and must not be amended or modified in any manner except by writing signed by both parties.

9. The Writer and Publisher are independent contractors under this Agreement, and nothing in this Agreement may be construed to create a partnership, joint venture or agency relationship between the Writer and Publisher.

10. This Agreement is to be construed in accordance with the law of the United States of America and, in particular, the State of California. Any dispute or litigation based on, related to or arising out of this Agreement must be brought and maintained in Chatsworth, California, U.S.A., before a court of competent jurisdiction. Each party consents to the personal jurisdiction of the State of California, acknowledges that venue is proper in any state or federal court within California, and waives any objection it has or may have in the future with respect to any of the above.

Please initial here:

AGREED, ACKNOWLEDGED, AND ACCEPTED:	
TDWI/ 1105 MEDIA INC.	WRITER
TDWI / 1105 Media, Inc. Signature:	Writer Signature:
Name: Jennifer Agee	Name:
	Company:
Title: Managing Production Editor	Title:
Date:	Date:
Address: 1201 Monster Road SW, Ste. 250	Address:
City, State, Zip: Renton, WA 98057	City, State, Zip:
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