

**MENTOROGRAPHY, INC.'S STARTUPTIME.COM  
POLICY CONCERNING SUBMISSION OF STORYLINES FOR "THE  
COMMUTER POD" CARTOON WRITE THE NEXT WEBISODE  
CONTEST**

Mentorography Inc.'s StartUpTime.com and "The Commuter Pod" wish to acquaint all those who are kind enough to submit storylines, screenplays, materials, ideas, proposals, literary material, video and musical compositions, with the problem that faces us in reviewing, investigating, inspecting and evaluating your storyline submission or any other submission.

Some of the material that is now being submitted embodies materials, suggestions or ideas substantially similar or identical to those which have been developed by our staff or which have been submitted by others. Further, we may begin using material similar or identical to yours, which we received after the date of your submission. Accordingly, we feel that we can receive and review materials only if it is left up to us to determine whether we have in fact used these ideas and to decide what compensation should be paid in event of use.

Because of this, it is our policy to require the signing of the following release before considering any storyline, material, ideas, proposals, marketing or promotional plans, program formats, literary material, videos and musical compositions. Please read the release carefully and return a signed copy along with the material you wish to submit.

**SUBMISSION RELEASE**

Dear Sir/Madam:

You have indicated that you wish to submit to Mentorography, Inc.'s StartUpTime.com ("SUT"), "The Commuter Pod" Cartoon Write the Next Webisode Contest a storyline and or screenplay or other material (the "Material") for possible use by SUT as an episode of "The Commuter Pod". By signing this letter in the space indicated below and returning it to us either via a digitally scanned e-mail to [Mentor@StartupTime.com](mailto:Mentor@StartupTime.com) or to SUT's digital fax number of:310/388-1418, you confirm that you have read the enclosed SUT policy concerning the acceptance of the Material, for review, and you also accept the terms of this letter. The Material should be summarized in the space provided below on the signature page and submitted with this letter.

The following shall constitute our agreement with respect to the Material:

1. In consideration of your agreement to the terms and conditions set forth below, SUT agrees to have its appropriate associates having the duty of evaluating material of the type now being submitted by you, to review your Material.
2. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship between you and SUT. You requested this opportunity to submit your Material to SUT and you make this

submission voluntarily and on an unsolicited basis. You and SUT had not yet reached an agreement concerning the use of the Material and you realize that no obligation of any kind is assumed by, or may be implied against, SUT unless and until a formal written contract has been entered into between you and SUT, and then the obligation shall be only as is expressed in the formal written contract.

3. You declare that all of the important features of your Material, and the particular items being submitted by you (e.g. script) are summarized in the space provided below on the signature page, and you have disclosed no other features to SUT.

You acknowledge that this release covers and governs any and all of the Material, whether first submitted to SUT contemporaneously with, or prior to, or following, the execution of this release, and applies also to any submission of the Material made to SUT by another source, directly or indirectly, by or through you.

You warrant that you, and if applicable you and one team member, are the sole and exclusive creators and authors of the Material, and that to your knowledge no one else has any right to the Material. You further warrant that no rights in the Material have previously been granted to anyone nor has the Material otherwise been exploited in any way. You believe your Material and its features to be unique and novel.

However, you cannot and will not assume or infer from the fact that SUT will accept your offer to submit your Material to SUT, that SUT regards your Material, or any part thereof, as novel, valuable or usable. You recognize that other persons including SUT associates may have submitted to SUT or to others or made public, or may hereafter originate and submit or make public, similar or identical material which SUT shall have the right to use and you understand that you will not be entitled to any compensation because of SUT's use of such other similar or identical material. Subject to the foregoing provisions, SUT will not make any use of any legally protectable portion of your Material unless you and SUT have agreed in writing signed by both parties concerning your compensation for such use, which compensation shall in no event be greater than the compensation normally paid by SUT for similar Material from comparable sources.

4. Any controversy arising out of or in connection with this agreement, including without limitation any claim that SUT has used any legally protectable portion of your Material in violation of the terms hereof, shall be governed by the laws of the State of California, and the parties consent to the jurisdiction of the state and federal courts of California for the resolution of such matters. In the event of such controversy you agree that you shall assert such claims not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of SUT's use or intended use of any portion of the Material. You further agree that your rights and remedies, if any, shall be limited to an action to recover money damages in an action at law, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of

any of SUT's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

5. You have retained a copy of this Release and of your Material, and you release SUT from liability for, loss or damage to the Material. You also acknowledge and agree that SUT is not obligated to return your Material to you. SUT's review of your Material constitutes SUT's acceptance of the terms and conditions set forth herein, and SUT shall have relied upon your agreement herein in considering your Material for review. SUT agrees to use reasonable efforts to keep all the Material confidential.

6. SUT requires and expects that you will utilize the characters (the "Characters") and the theme of "The Commuter Pod" pilot (the "Pilot") in your storyline submissions. However, SUT is the sole owner of the Characters and the Pilot and as such, SUT reserves all rights in the characters, whether copyright, trademark or patent or other intellectual property rights in all media now known or hereafter devised in all territories and in perpetuity. In consideration for the Sponsor's agreement to review the participant's storyline submission, your storyline submission becomes the property of SUT upon your uploading the submission to the Site and will not be returned. In consideration of and as a condition to the eligibility of each new storyline submission under the Rules, you hereby agree that all storylines, materials, ideas, writing and other property, whether or not copyrightable, created or adapted by the contestant, whether alone or in conjunction with any other person, arising out of or, created in connection with a storyline submission shall be "work made for hire" for SUT within the meaning of the United States Copyright laws, and as such the sole exclusive property of SUT. To the extent that the foregoing is insufficient to grant SUT all rights in and to the storyline submission, you assign, transfer, and convey, exclusively to SUT, effective upon submission of the storyline to the Site, all right, title, and interest of any kind whatsoever, in and to the entry submitted from the participant and or participant's team, including any and all copyrights thereto (and the exclusive right to register copyrights) related to the storyline submission. Further, you assign, transfer and convey any know-how, methodologies and processes, discoveries, and innovations conceived by you in connection with or related to the storyline submission that may be the subject of a patent or trade secret or any other intellectual property right.

7. This Submission Release constitutes our entire understanding and agreement, and supersedes all prior understandings, whether written or oral. Any subsequent modification or waiver of this Submission Release must be in writing, signed by both of us. The invalidity of any provision hereof is not to affect the remaining provisions.

8. You are executing this release voluntarily, without coercion or undue - influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof.

9. As used in this release, the terms "you" and "your" includes and binds the undersigned and any and all legal representatives of the undersigned. As used in this release, the terms "SUT" and "we" includes and inures to the benefit of Mentorography, Inc.'s StartUpTime.com, "The Commuter Pod" and their successors, assigns, employees, officers, directors, licensees, and associated companies and individuals.

(NOTE: Please write a short summary of the Material in the space provided below. Please also either email a scanned copy of the signed agreement to [Mentor@StartupTime.com](mailto:Mentor@StartupTime.com) or fax to: 310/388-1418.)

ACCEPTED AND AGREED TO:

Signature: \_\_\_\_\_

Partner (if any) Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Partner Name: (if any) \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Partner's Address: (if any) \_\_\_\_\_

Partner's (if any) Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Webisode Title: \_\_\_\_\_ Summary of Material: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

REGISTRATION INFORMATION (COPYRIGHT OR WGA (Writer's Guild of America), IF APPLICABLE):