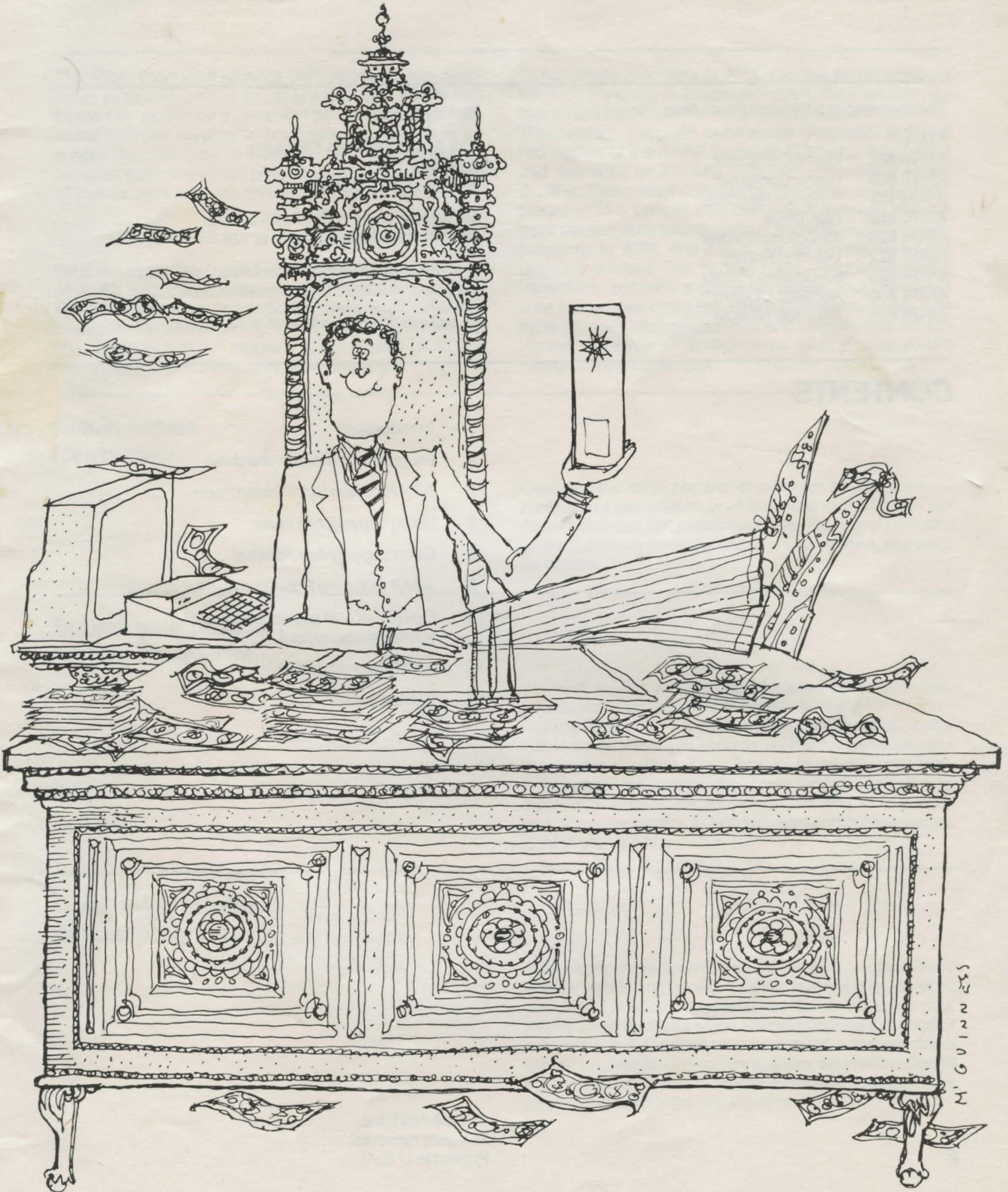


APX

ATARI® PROGRAM EXCHANGE
Program Submission Materials



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The following are trademarks of Atari, Inc.

ATARI®
ATARI 400™ Home Computer
ATARI 800™ Home Computer
ATARI 410™ Program Recorder
ATARI 810™ Disk Drive
ATARI 820™ 40-Column Printer
ATARI 822™ Thermal Printer
ATARI 825™ 80-Column Printer
ATARI 830™ Acoustic Modem
ATARI 850™ Interface Module

Distributed by

The ATARI Program Exchange
P.O. Box 3705
Santa Clara, CA 95055

To request an APX Product Catalog,
write to the address above, or call toll-free:

800/538-1862 (outside California)
800/672-1850 (within California)

Or call our Sales number, 408/727-5603.

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INTRODUCTION

The ATARI Program Exchange (APX) acquires and distributes programs written for ATARI 400 and ATARI 800 Home Computers by a variety of people – from professional software vendors to hobbyists. Our goal is to increase the usefulness of ATARI Home Computers by offering an extensive library of programs appealing to users of various ages and with differing needs and interests.

We'd like to consider your best programs for inclusion in APX. We evaluate programs from several perspectives. The most important are whether they work, whether they're useful or entertaining, and whether they're easy to use. Other factors we consider are their use of ATARI Home Computer features and their flexibility.

To contribute programs to APX, use the two booklets in the APX Program Submission Packet, the Program Author's Handbook and the Program Submission Materials. This booklet, Program Submission Materials, contains *two* copies of the ASAP Software Submittal Agreement and one copy of the APX Program Submission Form. Send us these three documents whenever you submit a program. This booklet also contains a question and answer section addressing various aspects of contributing programs to APX, and it includes all details about our quarterly contest. The booklet titled Program Author's Handbook contains a guide for writing your program's user instructions and a few style suggestions. It also contains programming procedures and suggestions for designing the kinds of programs we want to offer ATARI Home Computer owners.

Retain copies for yourself

Owing to the large number of program submissions we receive, we can't return your materials regardless of our review decision. So, please keep the originals of your program diskette or cassette and user instructions, and send us *copies*.

Submit your program early in the quarter

We want to give you the opportunity to review your program's description that will appear in the APX Product Catalog. However, our publication deadline makes it difficult to do so when you send us your submission close to the contest deadline. Therefore, try to submit your materials *early* in the quarter. Early submissions also give us more time to evaluate your materials and to work with you, when necessary, to bring a promising submission up to APX standards.

Confirming receipt of your program

After we receive your program submission, we'll send you a letter confirming receipt of your materials as soon as possible. However, it sometimes takes us up to four weeks to contact you when we're reviewing the flood of submissions that usually occurs around a contest deadline. In fairness to all program authors, we want to devote our time and attention to reviewing as many submissions as possible before the closing date.

Program Submission Checklist

Be sure you've included:

- Program cassette/diskette
 - Program Submission Form filled in completely
 - 2 *signed* copies of Software Submittal Agreement (sign each copy in ink)
 - A parent or legal guardian's signature on the agreement in addition to your signature, if you're under 21
 - For copyrighted music used, proof of licensing to use music
 - User instructions (on diskette and/or a printed or typed copy)
-

For programs submitted on diskette:

- Diskette runs under DOS 2.0S
 - Contains no copy protection schemes
 - Source code on Atari diskette
 - Object code, where appropriate, on Atari diskette
 - Sample data files included
 - Printed list of files constituting final product
 - Diskette packaged between stiff materials
-

For programs submitted on cassette:

- Contains no copy protection schemes
- Machine language in a form that is easily reassembled and that occupies a continuous block of memory
- Both source code and object code in machine-readable form (for assembly language programs only)
- Leaderless tape used or the counter value given specifying the start of the program
- Several copies of program included on each side of tape (to increase the chances of a successful load)
- Tape placed in plastic cassette box and wrapped, preferably, in a soft material for shipment

Mail your materials to:

APX Product Review
Atari, Inc.
P.O. Box 3705
Santa Clara, CA 95055

Atari Program Exchange

Program Submission Form

Send To:
APX Product Review
Atari, Inc.
P.O. Box 3705
Santa Clara, CA 95055

General Information

Name Kirk Brobson
(Please print your name as you want it to appear in the product catalog)
Address 18008 muncaster Rd.
City Derwood State Maryland Zip code 20855
Home phone () 926-8859 Work phone () _____
Social Security number _____ Are you an ATARI employee? Yes No

Program Information

Program title: Space Wars

- New program
 Revision
(by original author only)
to program number
APX- _____

Submitted on:

- Cassette
 Diskette

File name of main program:

Intended user:

Age range 12 and up
Required skills none

Program language: _____

May users contact you if they need help in using your program? (Your agreement to be contacted will be indicated in the APX Product Catalog.)

- By mail
 By telephone

Minimum RAM required (fill in the RAM size for the medium on which you submit your program and fill in the other RAM size if you have this information):

_____ K RAM (cassette)
_____ K RAM (diskette)

Is your program usable on black and white television screens?

- Yes
 No

Does any display screen extend to the edge of the television screen?

- Yes
 No

Does your program use copyrighted music?

- Yes
 No

(If you answer yes, attach proof of the results of a copyright search and of the licensing rights to use the music.)

Referring to the following list, check **all** required and optional accessories. Be sure to indicate when users have a choice of accessories.

- | Req'd | Opt | |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI Assembler Editor Cartridge |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI BASIC Language Cartridge |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ATARI Microsoft BASIC |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ATARI 410 Program Recorder |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 810 Disk Drive |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 820 40-Column Printer |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 822 Thermal Printer |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 825 80-Column Printer |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 830 Acoustic Modem |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI 850 Interface Module |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI Joystick Controller(s)
(indicate how many) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI Paddle Controller(s)
(indicate how many) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI Keyboard Controller(s)
(indicate how many) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | ATARI PILOT (with "turtle" graphics) |
| <input type="checkbox"/> | <input type="checkbox"/> | Other software (list these)

_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other accessories (list these)

_____ |

For programs on diskette, list the names of all files and the functions of each:

Loading instructions:

BIOGRAPHICAL INFORMATION

(Supplying this information is optional)

Name: Kirk Brobson

May we release your name and address for publicity and interviews?
(If you're under 21, a parent or guardian must also sign this section) Yes No

Profession none Company none

Education _____ Birthdate 3/21/68

Business/computer experience self taught

Hobbies game making and programing

Parent or Guardian Signature _____

Please explain why and how you developed this program.

Note here any other information you'd like us to know about you or your program.

FOR APX USE ONLY

Prize:

Category: Entertainment

Using copyrighted music

You are responsible for conducting all copyright searches on any music you use in your program or user instructions, except for music you yourself compose. You are also responsible for paying any fees incurred for these searches. To check for a copyright, contact the publisher of the music, if you have this information. The publisher will generally be able to help you find out about the availability of a license. If you don't know who the publisher is for the music you want to use, then contact:

ASCAP
Indexing
1 Lincoln Plaza
New York, NY
(212) 870-4758

ASCAP will notify you if the music is registered with them.

If you need a license to use the music, you are responsible for paying all license fees.

When you submit software that incorporates a pre-existing musical work to APX, you must include proof of the results of a copyright search and proof of the necessary licensing to use the copyrighted music.

If APX accepts your program containing copyrighted music which you have licensed, you are responsible for paying any royalties due to the copyright owner. Since we do not provide you with information as to the number of units of your program sold, we suggest that you structure your music royalty payments as a percentage of your royalty receipts from Atari. Please do not commit to paying music royalties based on the number of units sold.

Other copyrighted material

You are responsible for obtaining a license and paying royalties for using any copyrighted materials in your software. Programs emulating trademarked or copyrighted games (e.g., Monopoly, Yahtzee) or programs incorporating copyrighted programs or subroutines from magazines are examples of this responsibility. Another example is a program that copies a well-known arcade game.

You should investigate the area of copyrights before developing a program. Each company has a different policy, and some companies may not be prepared to offer you a license. Another distinct possibility in the area of well-known games, both board and arcade, is that the company involved may have its own development underway or may have already negotiated the rights to the home computer version. You don't want to spend time developing a program you may not be able to market.

ATARI® Program Exchange

Software Submittal Agreement

I, Kirk Brobson, am submitting to ATARI, INC., its subsidiaries and affiliates ("ATARI"), on a non-confidential basis, the computer program (including source code and object code), related documentation, and associated audiovisual work (the "SOFTWARE") that I call _____.

I guarantee that the SOFTWARE is the product of my creativity, that I own all rights in the SOFTWARE, and that I have the right to enter into this Agreement with ATARI. Further, I agree to indemnify ATARI for losses, liabilities and damages resulting from ATARI's use of the SOFTWARE if I know or reasonably should know others have rights in it.

ATARI's option to review and acquire rights to my SOFTWARE. ATARI agrees to review my SOFTWARE. In return, I grant to ATARI, for no more than sixty days from the date ATARI receives both my SOFTWARE and this Agreement, the option to acquire rights to my SOFTWARE as described below. ATARI may exercise this option by mailing to me a signed and dated copy of this Agreement.

If ATARI doesn't accept my SOFTWARE. Should ATARI not exercise its option, ATARI will have no rights in the SOFTWARE or obligations to me concerning the SOFTWARE.

If ATARI accepts my SOFTWARE. The following conditions apply if ATARI accepts my software:

1. ATARI will distribute my SOFTWARE within nine months of ATARI's and my signing this Agreement.
2. ATARI will pay to me on a calendar quarterly basis, ten percent of the net receipts (see paragraph 7 below) ATARI receives for distributing my SOFTWARE during the preceding calendar quarter.
3. I may have the payment calculations verified once a year, at my expense. Verification shall consist of examination of pertinent records by a certified public accountant mutually agreed upon by ATARI and me. The accountant must sign a confidential disclosure agreement provided by ATARI. He may not disclose any information to me other than his opinion as to the accuracy of the payment(s) made.
4. I grant ATARI and its subsidiaries and affiliates a nonexclusive, worldwide license to reproduce, adapt, translate, distribute, display, and otherwise market my SOFTWARE. I also grant ATARI and its subsidiaries and affiliates a nonexclusive, worldwide license to use the name of my SOFTWARE, including any trademark and goodwill associated with its name. The rights hereby licensed to ATARI include the right to use the copyright and/or trademark associated with the SOFTWARE for any promotional activities as judged appropriate by ATARI. This license will last five (5) years from the date ATARI signs this Agreement. It will be renewed automatically for successive one (1) year periods. Either party can terminate the license at the end of any renewal term by notifying the other party in writing at least ninety (90) days before the renewal term expires.
5. I may improve or correct my SOFTWARE. Should I develop such works that can be used with ATARI products or ATARI-compatible products, I will give them to ATARI. ATARI may include them in my SOFTWARE under this Agreement.
6. ATARI has all rights to manage and conduct any marketing of my SOFTWARE. These rights include determining the pricing, marketing terms and methods, name and description of the SOFTWARE, and advertising. ATARI does not assure the success of any marketing efforts and it may stop marketing my SOFTWARE at any time.
7. For purposes of computing royalty payments under paragraph 2, "net receipts" means the revenue received by ATARI for my SOFTWARE, less the cost of the media on which it is distributed, commissions, co-op advertising expenses, refunds allowed for returns, uncollectible accounts, handling, taxes, and/or duties.

If the media containing my SOFTWARE is marketed as a package with other programs, net receipts derived from marketing any such program package will be prorated based on the comparative suggested retail prices of the programs in the package.
8. I agree to let ATARI modify, improve, and develop my SOFTWARE and any related documentation and packaging for my SOFTWARE in any manner ATARI may choose. ATARI will own any such revisions, improvements, and developments and may use, sell, or otherwise market them based on the above terms of royalty payments to me.

9. I agree to keep in strict confidence all nonpublic information pertaining to ATARI's business and its operating and marketing methods, including actions with regard to my SOFTWARE. I agree not to disclose such proprietary information to any third party without first obtaining ATARI's written consent to do so.
10. I assume full responsibility for conducting any required copyright searches and for obtaining any necessary licenses to use copyrighted music (if any) or other copyrighted material contained in my SOFTWARE. For any copyrighted materials used, I will provide proof of licensing when I submit my SOFTWARE.
11. ATARI may withhold from royalty payments I would otherwise receive an amount to offset any expense, liability, or loss ATARI incurs or reasonably anticipates will incur if (1) I break this Agreement, or (2) my statements and/or guarantees prove to be untrue, or (3) ATARI is entitled to be indemnified by me.
12. ATARI, its subsidiaries and affiliates, shall withhold on a timely basis, from the royalty payments that I would otherwise receive under this Agreement, any applicable withholding taxes. ATARI shall provide to me the appropriate evidence of the payment of such withheld taxes.

I recognize that ATARI develops its own software and acquires software from others that may be similar to mine. Accordingly, I release ATARI from any obligation to me should ATARI market or use other software with programming, audiovisual display, subject matter, concepts and/or name resembling those of my SOFTWARE. ATARI remains obligated to pay me royalties, as described above, for marketing my SOFTWARE or other software derived from and substantially identical both in programming and audiovisual content to my SOFTWARE.

If ATARI does not exercise its option with respect to my SOFTWARE, it is not obligated to return the SOFTWARE to me. ATARI has no liability to me if my SOFTWARE is lost, damaged, or destroyed.

This Agreement is binding upon and is for the benefit of the successors and assigns of the parties. ATARI may transfer all or any portion of its rights under this Agreement. I may transfer or delegate any of my rights or obligations under this Agreement only after obtaining ATARI's prior written consent.

This agreement is governed by the substantive law of the State of California. Both parties agree to bring any action under such laws in the Northern District of California (if in federal court) or in the County of Santa Clara, State of California (if in state court).

In no event will ATARI be liable for any incidental or consequential damages.

If a court of competent jurisdiction rules that any provision of this Agreement conflicts with the law, all other provisions remain in effect.

This is the only Agreement between ATARI and me regarding this SOFTWARE. Any modification to this Agreement must be in writing and signed by both ATARI and me.

Submittor's signature: Kirk Brobson

Submittor's name: Kirk Brobson

Address: 1800 8 Manchester Rd derwood Md. 20855

Date: _____

I certify that I am the parent or legal guardian of the submittor indicated:

(Signature of parent or legal guardian required if submittor is under 21 years old)

NOTES: (1) If the SOFTWARE is the property of more than one individual, all of you must sign this Agreement under the space titled "Submittor". You must also attach a statement of the name and address of the individual who is to receive notices and royalties. Each individual is

obligated to honor fully the terms of this Agreement. (2) Any submittor under 21 years old must have his or her parent or legal guardian also sign this Agreement in the space provided. (3) If the submittor is a corporation, a corporate officer empowered to enter into agreements on behalf of the corporation must sign this Agreement.

Option exercised for ATARI, INC.

Option exercised for ATARI, INC.

By: _____

Address: P.O. Box 3705, Santa Clara, California 95055

Title: _____

Date: _____

ATARI® Program Exchange

Software Submittal Agreement

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I guarantee that the SOFTWARE is the product of my creativity, that I own all rights in the SOFTWARE, and that I have the right to enter into this Agreement with ATARI. Further, I agree to indemnify ATARI for losses, liabilities and damages resulting from ATARI's use of the SOFTWARE if I know or reasonably should know others have rights in it.

ATARI's option to review and acquire rights to my SOFTWARE. ATARI agrees to review my SOFTWARE. In return, I grant to ATARI, for no more than sixty days from the date ATARI receives both my SOFTWARE and this Agreement, the option to acquire rights to my SOFTWARE as described below. ATARI may exercise this option by mailing to me a signed and dated copy of this Agreement.

If ATARI doesn't accept my SOFTWARE. Should ATARI not exercise its option, ATARI will have no rights in the SOFTWARE or obligations to me concerning the SOFTWARE.

If ATARI accepts my SOFTWARE. The following conditions apply if ATARI accepts my software:

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2. ATARI will pay to me on a calendar quarterly basis, ten percent of the net receipts (see paragraph 7 below) ATARI receives for distributing my SOFTWARE during the preceding calendar quarter.
3. I may have the payment calculations verified once a year, at my expense. Verification shall consist of examination of pertinent records by a certified public accountant mutually agreed upon by ATARI and me. The accountant must sign a confidential disclosure agreement provided by ATARI. He may not disclose any information to me other than his opinion as to the accuracy of the payment(s) made.

4. I grant ATARI and its subsidiaries and affiliates a nonexclusive, worldwide license to reproduce, adapt, translate, distribute, display, and otherwise market my SOFTWARE. I also grant ATARI and its subsidiaries and affiliates a nonexclusive, worldwide license to use the name of my SOFTWARE, including any trademark and goodwill associated with its name. The rights hereby licensed to ATARI include the right to use the copyright and/or trademark associated with the SOFTWARE for any promotional activities as judged appropriate by ATARI. This license will last five (5) years from the date ATARI signs this Agreement. It will be renewed automatically for successive one (1) year periods. Either party can terminate the license at the end of any renewal term by notifying the other party in writing at least ninety (90) days before the renewal term expires.
5. I may improve or correct my SOFTWARE. Should I develop such works that can be used with ATARI products or ATARI-compatible products, I will give them to ATARI. ATARI may include them in my SOFTWARE under this Agreement.
6. ATARI has all rights to manage and conduct any marketing of my SOFTWARE. These rights include determining the pricing, marketing terms and methods, name and description of the SOFTWARE, and advertising. ATARI does not assure the success of any marketing efforts and it may stop marketing my SOFTWARE at any time.
7. For purposes of computing royalty payments under paragraph 2, "net receipts" means the revenue received by ATARI for my SOFTWARE, less the cost of the media on which it is distributed, commissions, co-op advertising expenses, refunds allowed for returns, uncollectible accounts, handling, taxes, and/or duties.

If the media containing my SOFTWARE is marketed as a package with other programs, net receipts derived from marketing any such program package will be prorated based on the comparative suggested retail prices of the programs in the package.

8. I agree to let ATARI modify, improve, and develop my SOFTWARE and any related documentation and packaging for my SOFTWARE in any manner ATARI may choose. ATARI will own any such revisions, improvements, and developments and may use, sell, or otherwise market them based on the above terms of royalty payments to me.

9. I agree to keep in strict confidence all nonpublic information pertaining to ATARI's business and its operating and marketing methods, including actions with regard to my SOFTWARE. I agree not to disclose such proprietary information to any third party without first obtaining ATARI's written consent to do so.
10. I assume full responsibility for conducting any required copyright searches and for obtaining any necessary licenses to use copyrighted music (if any) or other copyrighted material contained in my SOFTWARE. For any copyrighted materials used, I will provide proof of licensing when I submit my SOFTWARE.

11. ATARI may withhold from royalty payments I would otherwise receive an amount to offset any expense, liability, or loss ATARI incurs or reasonably anticipates will incur if (1) I break this Agreement, or (2) my statements and/or guarantees prove to be untrue, or (3) ATARI is entitled to be indemnified by me.
12. ATARI, its subsidiaries and affiliates, shall withhold on a timely basis, from the royalty payments that I would otherwise receive under this Agreement, any applicable withholding taxes. ATARI shall provide to me the appropriate evidence of the payment of such withheld taxes.

I recognize that ATARI develops its own software and acquires software from others that may be similar to mine. Accordingly, I release ATARI from any obligation to me should ATARI market or use other software with programming, audiovisual display, subject matter, concepts and/or name resembling those of my SOFTWARE. ATARI remains obligated to pay me royalties, as described above, for marketing my SOFTWARE or other software derived from and substantially identical both in programming and audiovisual content to my SOFTWARE.

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This Agreement is binding upon and is for the benefit of the successors and assigns of the parties. ATARI may transfer all or any portion of its rights under this Agreement. I may transfer or delegate any of my rights or obligations under this Agreement only after obtaining ATARI's prior written consent.

This agreement is governed by the substantive law of the State of California. Both parties agree to bring any action under such laws in the Northern District of California (if in federal court) or in the County of Santa Clara, State of California (if in state court).

In no event will ATARI be liable for any incidental or consequential damages.

If a court of competent jurisdiction rules that any provision of this Agreement conflicts with the law, all other provisions remain in effect.

This is the only Agreement between ATARI and me regarding this SOFTWARE. Any modification to this Agreement must be in writing and signed by both ATARI and me.

Submittor's signature: Kirk Brobson

Submittor's name: Kirk Brobson

Address: 18068 Muncaster Rd. Derwood Md 20855

Date: _____

I certify that I am the parent or legal guardian of the submitter indicated above:

(Signature of parent or legal guardian required if submitter is under 21 years old)

NOTES: (1) If the SOFTWARE is the property of more than one individual, all of you must sign this Agreement under the space titled "Submittor". You must also attach a statement of the name and address of the individual who is to receive notices and royalties. Each individual is

obligated to honor fully the terms of this Agreement. (2) Any submitter under 21 years old must have his or her parent or legal guardian also sign this Agreement in the space provided. (3) If the submitter is a corporation, a corporate officer empowered to enter into agreements on behalf of the corporation must sign this Agreement.

Option exercised for ATARI, INC.

Option exercised for ATARI, INC.

By: _____

Address: P.O. Box 3705, Santa Clara, California 95055

Title: _____

Date: _____

Some Questions and Answers about the APX Software Submittal Agreement

Q In simple terms, what are Atari's obligations to me as a program author?

A Our obligations amount to these. (1) We'll distribute your software within nine months if we accept it. (2) We'll pay you ten percent of your software's "net receipts" (the revenue received by us for marketing your program, less media costs, commissions, co-op advertising expenses, refunds allowed for returns, uncollectible accounts, handling, taxes, customs, and duties). (3) We'll pay you quarterly for the previous quarter's sales of your software. (4) We're offering \$100,000 in prizes to APX authors. (5) We'll agree to have our books audited for correctness by an independent certified public accountant (CPA) upon your request at your expense.

Q What is Atari asking from me?

A You agree to three conditions. (1) You let us market your product nonexclusively and use your product's name. (2) You let us improve your product if you become unavailable to do it yourself. (3) You keep us updated so we don't sell an inferior version of your product.

Q How does such an arrangement benefit me?

A This arrangement benefits you in at least six ways. First, we maintain a separate staff dedicated to supporting APX programs and program authors. The staff members' professional expertise and advice can not only enhance your product but also add to your professional development.

Second, we mail the quarterly APX Product Catalog to every registered ATARI Home Computer owner and to our extensive domestic and international network of retailers and distributors. We also offer our retailers attractive discounts to carry APX products. This coverage, combined with the publicity efforts mentioned below, have resulted in an established market for APX software.

Third, we conduct regular promotional campaigns, including direct mail, dealer distribution ads, magazine ads, and public relations efforts to spread further awareness about APX programs and program authors.

Fourth, we publicize and promote APX authors and their products through publications we produce for ATARI Home Computer owners. We use our worldwide promotion and mass distribution network to market your product and your name.

Fifth, to increase our software pool, we are offering \$100,000 in prizes in 1982 to APX authors, who automatically become contestants in a quarterly contest whenever we accept one of their programs. The prizes for the quarterly contests are ATARI products; the 1982 grand prize is \$25,000 in cash.

Sixth, we take care of all the manufacturing and distribution chores for you, including producing the software, printing the user instructions, processing the orders, and collecting payment.

Q Then how does Atari benefit from this arrangement?

A Very simply, you're doing the development work to create and (update) products and then letting us sell them for our mutual profit. With more available software, the Atari Home Computer becomes more useful.

Q Well, what can I make if I do everything myself?

A You can make a hundred percent, less expenses, if you sell directly, but be prepared to do heavy advertising and to wait awhile. Dealers need about a forty percent margin to live, so you normally retain a maximum of sixty percent. From your sixty percent, deduct the cost of media, packaging, business license, taxes, shipping, manufacturing, printing, graphics, salaries, phone and other utilities, market research, mailing and returns, legal fees, follow-up support, and so on. What's left after these expenses is all yours.

Q I know someone who'll give me thirty percent.

A Sounds great! Thirty percent of what? What commitment are you getting for your product? Can they reach all ATARI Home Computer registered owners? Do they have a national and international promotion and distribution network? Do they reach all ATARI Home Computer retailers? Will they promote you and your product through public relations and ATARI publications? Do they offer \$100,000 annually in prizes to their authors? What is their commitment in resources, staff, and facilities?

Q What is a "nonexclusive, worldwide license"?

A We have a license to sell your product around the world. You can sell your software through other outlets as well, if you want.

Q You set all the prices and make the decisions about my product, right?

A Right. The deal is, you submit your product to us, and if we accept it, we handle everything and send you payment checks. Our costs go up if we add you to the bureaucracy.

Q But I have a product I want sold for \$200. I need more assurances on price setting.

A APX is for low-cost, non-supported programs with a maximum retail price of \$50. Our experience is that \$200 programs require support and should be distributed elsewhere as full-service products.

Q My program is too good for APX. It's the replacement for Star Raiders™! Why should I think about sending it to you?

A It's the next Star Raiders? Fantastic! But we can't evaluate anything without one of our disclosure forms. Proposals take a while to evaluate – especially the good ones – and not many end up in a deal. Moreover, going the APX route can be another path for selling your product to Atari. Several APX programs have been or are in the process of being added to Atari's main product line.

Q But Atari can change my product at its whim?

A Atari and APX don't do business that way. We work closely with authors and we coordinate any changes to programs and user instructions. In turn, if you improve your APX software, we ask the right to distribute your improved version.

Q Why do I have to send all changes to you?

A Our agreement says that Atari remains liable to pay royalties for marketing a program which is derived from and substantially identical to software submitted to and accepted by APX.

Q The agreement reads as if I have to respect your trade secrets but you don't have to respect mine. True?

A Our legal staff requires us to sign a nonconfidential disclosure agreement with you before looking at any trade secret. More to the point, don't send us trade secrets! We do give some authors access to pre-released products and trade secrets and we ask that they respect these trade secrets.

Q The agreement reads as if Atari can rip off my idea and I have no protection. Why should I agree to that?

A The real problem is that we're developing many ideas and some submitted programs strongly resemble ones underway at Atari. We're very concerned about piracy of software ideas and are aggressively fighting the pirates, for the benefit of *all* software developers.

Q Why do I have to pay for a CPA if I want your books checked?

A Because it's not an independent audit if we hire the CPA.

Q How do I know I can trust you?

A We have a solid reputation in our business dealings, but being skeptical when entering into a deal is wise. If you look over an agreement carefully and still have doubts about the other party, don't do business with them. Atari gains nothing by exploiting or deceiving you; neither you nor other programmers would send us materials and APX would collapse. Ask yourself the following questions when you're considering a business deal. Does the deal make good business sense to me? Do both parties benefit? (Don't make one-way deals, even if you think you win.) Does the other party keep its word? (Ask people who've dealt with the other party.) Will they be around for the long haul?

APX CONTEST DETAILS

Atari will award \$100,000 in prizes to software authors whose programs are accepted into APX. Awards include quarterly prizes of ATARI products with a total suggested retail value of \$75,000 (\$18,750 a quarter), and a \$25,000 cash grand prize. Acceptance of a program product by APX automatically qualifies an author for the contest, except for Atari staff and their families, who aren't eligible for these contests. Every three months, a first, second, and third place prize will be awarded for the best programs accepted in each of four categories. If a category has insufficient qualifying entries to permit all prizes to be awarded, the remaining prizes will be awarded in the next contest with sufficient qualifying entries. The Consumer category (personal development, home, hobby, and games) has larger prizes, reflecting our commitment to the home user. The quarterly prizes are dollar values to be applied to the suggested retail price of ATARI products at the time of the award.

Contest rules

1. Only programs accepted by the ATARI Program Exchange are eligible for the contest.
2. A program is eligible for the prizes in the category in which it is accepted. Atari determines this category.
3. A program is eligible for the quarterly prizes awarded in the quarter in which it is first accepted and for the grand prize of the contest year in which the quarter falls.
4. A program qualifies only once for a quarterly prize and once for a grand prize. Revisions and improvements do not qualify a program for another prize in this contest.
5. A program is judged on a variety of factors by a panel of judges selected by Atari. The judges consider a program's:
 - a. User interface and overall design
 - b. Originality
 - c. Ease of use
 - d. Implementation
 - e. Documentation
 - f. Interest level
6. Atari employees and their families are not eligible for the contest.
7. Atari pays for shipping prizes anywhere within the United States. Foreign winners are responsible for any additional shipping charges.
8. The decisions of the judges are final.

Quarterly prizes by category

	First Prize*	Second Prize*	Third Prize*
Consumer	\$3,000	\$2,000	\$1,000
Home Management	\$2,000	\$1,500	\$750
Learning	\$2,000	\$1,500	\$750
Systems/ Telecommunications	\$2,000	\$1,500	\$750

*In any ATARI products (including APX products)

GRAND PRIZE – \$25,000 CASH

Award dates

Winners are announced in the quarterly APX Product Catalog. Quarterly winners in each catalog are selected from the programs new to that issue. 1983 publication dates, acceptance/entry deadlines, and award dates are:

Date	Event
1 January 1983	Spring catalog acceptance deadline
15 January 1983	1981 Grand Prize awarded
March 1983	Spring catalog – quarterly prizes announced
1 April 1983	Summer contest acceptance deadline
June 1983	Summer catalog – quarterly prizes announced
1 July 1983	Fall contest acceptance deadline
September 1983	Fall catalog – quarterly prizes announced
1 October 1983	Winter contest acceptance deadline & Grand Prize deadline
December 1983	Winter catalog – quarterly prizes announced
January 1984	1983 Grand Prize awarded

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