

Image Submission Agreement

This Image Submission Agreement (the "Agreement") is made between COREL CORPORATION, having its principal place of business at 1600 Carling Avenue, Ottawa, Ontario, K1Z 8R7, Canada, ("COREL") and the author of the image(s) submitted to "Photo Art Masters Search" Contest ("CONTRIBUTOR"). The agreement is effective as of the date of CONTRIBUTOR's submission of the image(s) to the "Photo Art Masters Search" Contest (the "Contest").

In consideration for receiving a prize pursuant to the Contest, CONTRIBUTOR grants to COREL, and COREL accepts from CONTRIBUTOR the non-exclusive, perpetual, irrevocable, worldwide right and license to use, publish, display, produce, reproduce and modify the image(s) submitted by CONTRIBUTOR to COREL (the "Works") so that COREL may: (i) display the Works on any Web site operated by COREL (the "Web Site"), (ii) combine the Works with other materials on the Web Site, (iii) rename and/or reorganize the Works. This includes the rights to translate, incorporate, port and transmit the Works.

The parties acknowledge that, other than as granted to COREL hereunder, all right, title and interest, including the copyright and other intellectual property rights in and to the Works shall remain in CONTRIBUTOR.

CONTRIBUTOR warrants, represents and covenants to COREL as follows and acknowledges that COREL is relying on such warranties, representations and covenants in entering into this Agreement and the transactions contemplated in this Agreement:

- (a) That (i) CONTRIBUTOR has all right, title and interest in and to the Works and that CONTRIBUTOR has the right to enter into and provide the license rights granted by this Agreement; (ii) CONTRIBUTOR is not a party to and will not enter into any agreement, covenant, or encumbrance which in any way would prevent it from granting the rights granted under this Agreement; (iii) CONTRIBUTOR has obtained all assignments of moral rights from all authors and owners of copyright in the Works; (iv) no portion of the Works uses, copies or is comprised of the copyrighted or trademarked works of any third party and, no royalty or other consideration is due to any third party arising out of the creation, copying or distribution of the Works; and (v) CONTRIBUTOR has obtained an assignment of all of the necessary waivers and model and property releases for the Works to allow unlimited and unrestricted use of the Works in any media whatsoever.
- (b) That the use, copying, modification, publication, distribution or other exploitation of the Works will not infringe, breach or constitute a misappropriation of the intellectual property rights, moral rights or any right of publicity and/or privacy of any third party or any other proprietary or contractual rights of anyone and that, to date, the exploitation of the Works has not infringed, breached or constituted a misappropriation of any such rights; and CONTRIBUTOR has not received a claim or demand related to the infringement, breach or misappropriation of any such rights.

Indemnity. CONTRIBUTOR shall, at its expense, defend or settle, and indemnify COREL from and against any claim that the Works infringe any copyright, trade-mark, trade secret right, patent or other intellectual property right or any right of publicity and/or privacy or any moral rights of any third party and will pay any costs, damages and legal fees incurred by COREL, directly or indirectly, as a result of any such claim, provided COREL gives CONTRIBUTOR (i) prompt written notice of such claim, (ii) the right to control the defense or settlement of such claim, (iii) COREL has the right to participate, at its expense, in any defense or settlement of such claim; and (iv) CONTRIBUTOR shall not settle any claim against COREL without the consent of COREL, which consent shall not be unreasonably withheld.

CONTRIBUTOR represents that it has read and understands this Agreement and that by submitting this Agreement in conjunction the image into the Contest, CONTRIBUTOR agrees to be bound by and comply with the terms and conditions hereof.