

Content Submission Agreement

This Content 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 _____ of _____ ("ARTIST"), the creator of the content, which may include all digital images, artwork, illustrations, photographs, clipart or other images, screen captures, digital files and endorsements or text submitted by ARTIST to COREL listed and described in Schedule "A" attached hereto (the "Content"). The Agreement is effective as of the date of ARTIST's submission of the Content to COREL.

License. As consideration for receiving additional visibility in the graphics market, ARTIST grants to COREL, and COREL accepts from ARTIST the non-exclusive, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, adapt, translate, publish, port, distribute, market and display the Content submitted, including the right to combine the Content with other materials, make alterations, cropping and color correction, in whole or in part, in the following form **[please initial all applicable choice(s)]**:

- (a) _____ on any Web site owned, operated or controlled by COREL.
- (b) _____ with any COREL advertising, promotional or marketing materials, excluding any product packaging.
- (c) _____ as part of any product packaging for COREL software.
- (d) _____ as part of a COREL software product.
- (e) _____ in any documentation included with the COREL software product.
- (f) _____ in any media or by any means now or hereafter known.

Should ARTIST initial the above Sections (d) or (f), ARTIST hereby grants to COREL, and COREL accepts from ARTIST the non-exclusive, irrevocable, worldwide, royalty-free right and license to sublicense to end users the right and license to use, produce, reproduce, modify, adapt, translate, display and publish the Content in any manner, format or media whatsoever. With respect to each of items (a) through (f), ARTIST expressly waives any moral rights in the Content.

Sublicense. COREL shall have the right to appoint dealers, subcontractors, subdistributors, resellers and OEMs and sublicense to them any or all of the rights granted to COREL under the terms of this Agreement.

Ownership. 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 Content shall remain with ARTIST.

Attribution. COREL shall place such reasonable attribution to ARTIST in respect of the Content in the place where COREL gives credit to other third parties and in the manner and form as COREL generally provides credit or attribution.

Warranties, Representations and Covenants. ARTIST 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) ARTIST has all right, title and interest in and to the Content and that ARTIST has the right to enter into and provide the license rights granted by this Agreement; (ii) ARTIST 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) ARTIST has obtained all waivers of moral rights and assignments thereof from all authors and owners of copyright in the Content; (iv) no portion of the Content 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 Content; and (v) ARTIST has obtained and will provide within seven (7) days of the effective date copies of all of the necessary waivers and model and property releases for the Content to allow COREL unlimited and unrestricted use of the Content in any media whatsoever.
- (b) That the use, copying, modification, publication, distribution or other exploitation of the Content 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 Content has not infringed, breached or constituted a misappropriation of any such rights; and ARTIST has not received a claim or demand related to the infringement, breach or misappropriation of any such rights.

- (c) That prior to delivering the Content to COREL, ARTIST shall take commercially reasonable steps by using commercially available anti-virus checking software to ensure that any Content delivered to COREL under this Agreement does not contain any viruses.

Indemnity. ARTIST shall, at its expense, defend or settle, and indemnify COREL from and against any claim that the Content 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 ARTIST (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) ARTIST shall not settle any claim against COREL without the consent of COREL, which consent shall not be unreasonably withheld. The foregoing indemnification does not extend to any claim arising out of a modification by COREL of the Content to the extent such claim would not have arisen had such modification not been made, or the use of the Content other than as permitted under this Agreement.

Confidentiality. Each of the parties hereto agrees to keep confidential the terms and conditions of this Agreement and any and all information with respect to the other party which it has received or may in the future receive in connection with this Agreement which is not otherwise available to the general public without restriction. Notwithstanding the foregoing, each of the parties shall be entitled to disclose such information (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, or (ii) to the extent required by applicable law, or (iii) during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings, statements, representations, warranties, discussions, negotiations, commitments and agreements both oral and written between the parties hereto with respect thereto, whether oral or in writing. There are no representations, warranties, terms, conditions, undertakings or collateral agreements expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

Assignment. This Agreement and the rights granted hereunder shall not be assigned, encumbered by security interest or otherwise transferred, by operation of law or otherwise, by ARTIST without the prior written consent of COREL. COREL may assign this Agreement at any time.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding that body of law applicable to choice of law. ARTIST hereby irrevocably consents and attorns to the jurisdiction of the courts of such Province. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law.

Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the Agreement and the other provisions and the remaining part of that provision shall remain in full force and effect, provided that the essential bargained-for performance of the parties shall not thereby have been impaired.

Language. The original of this Agreement has been written in English and ARTIST waives any right it may have under the laws of ARTIST's territory to have this Agreement written in any other language. ARTIST represents that it has the ability to read and write in English and has read and understands this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail. All communications between the parties hereunder shall be in English.

I acknowledge that I have read and accept all of the terms of this Agreement.

Signature: _____

Printed Name: _____

Date: _____

SCHEDULE "A"

CONTENT

[see attached page or CD-ROM for list of content]