

Topaz Foto Envy™ Photo Release Agreement

I acknowledge that I have delivered the following photograph(s) to Topaz Labs and I give permission for Topaz Labs to use my photograph(s) in the library of the *tentatively titled "Topaz FotoEnvy™"* software program, which may be distributed both on disc and through a download over the Internet. I understand that these photos will be distributed with the program and can be viewed by anyone in the world that uses the software, and that it will not be possible to retract the permission once the program is released. I understand that any submitted photographs will be used in part (tone, texture, style) as inspiration to create a new photo effects in other photographs - with a maximum distribution size of 600x600 pixels.

I retain all rights, including my ownership or copyrights, which I now have in the Materials, but I hereby give my permission to Topaz Labs to copy, distribute, publish, use and reuse the Materials in the *Topaz FotoEnvy™* visual library and in any associated marketing and promotional materials, in any manner at all, in whole or part, resized, either by themselves or in conjunction with other materials in any medium of expression or form of distribution.

I hereby waive any right to inspect or approve the photograph(s) that may be used in conjunction with the program now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph(s).

Other than being recognized as a contributing photographer, I understand that I will not receive any other compensation for the images contributed or any image created from use of my inspirational image. I understand that any agreements made by another party, which have not been addressed in written form to Topaz Labs will not be considered binding.

I hereby agree to release and hold harmless Topaz Labs LLC from and against any claims, damages or liability arising from or related to the use of the photograph, including but not limited to any re-use, resizing, optical illusion, style mimicking, either intentionally or otherwise, that may occur or be produced in production of the finished product. It is the discretion of Topaz Labs to decide whether to use the photograph(s)

I hereby forever release and discharge Topaz Labs from all claims, actions and demands arising out of or in connection with the use of said photographs, including, without limitation, all claims for invasion of privacy and libel. This release shall inure to the benefit of the assigns, licensees, and legal representatives of Topaz Labs.

I certify that I am the rightful owner/copyright holder of the photograph(s) being submitted and have all rights, permissions and any required model releases to the photograph(s).

I understand that the name of the *Topaz FotoEnvy™* program may be changed, but the intended use of all submitted photos will remain the same.

I am above the age of 18. I have read this release before signing below, and fully understand and agree to its contents.

Print Name: _____

Signature: _____

Date: _____

Topaz Foto Envy™ Photo Release Agreement

Please List File Names of All Submitted Images Below:

1. _____

2. _____

3. _____

4. _____

5. _____