

## **SOFTWARE LICENSE AGREEMENT**

READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE EITHER (I) OPENING THE PACKAGE CONTAINING THE COMPUTER SOFTWARE, OR (II) CLICKING THE "I ACCEPT" BUTTON. THE COMPUTER SOFTWARE AND THE ACCOMPANYING USER DOCUMENTATION ("PROGRAM") ARE COPYRIGHTED AND LICENSED - NOT SOLD. BY OPENING THE SOFTWARE PACKAGE, OR CLICKING "I ACCEPT" YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY RETURN THE UNOPENED PACKAGE TO THE PARTY FROM WHOM IT WAS ACQUIRED, OR CANCEL THE INSTALLATION. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE PROGRAM BETWEEN YOU ("LICENSEE") AND BAE SYSTEMS NATIONAL SECURITY SOLUTIONS INC. ("LICENSOR"), AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

### **1. License Grant.**

Licensor hereby grants to Licensee a non-exclusive license to use the Program, in machine-readable, object code form on a single computer (Node Locked Licensed version) or on any one networked-computer at one time (Floating Licensed version) only as authorized by this Agreement. Licensee has no right to assign, sublicense, transfer, pledge, lease, rent, or share its rights under the license or this Agreement. Licensee agrees that Licensee will not reverse assemble, reverse compile or otherwise translate the Program. Licensee may make one copy of the Program for backup purposes; provided, however, that Licensee shall reproduce any Licensor or third party copyright or trademark notices on the Program on such backup copy.

### **2. Transfer.**

The Program may be transferred to a computer of like configuration, or the computer on which the Program resides may be transferred to another location of Licensee's organization within the same country in which the computer was located when the Program was originally licensed and installed, so long as such transfer is made in accordance with the U.S. Department of Commerce Export Administration Regulations.

### **3. Re-export.**

Any transfer of the Program outside the country of initial installation shall be permitted only with Licensor's prior written consent. Further, diversion contrary to the U.S. Department of Commerce Export Administration Regulations and U.S. Law is strictly prohibited.

#### **4. Term; Termination.**

The term of this Agreement will continue indefinitely unless and until terminated in accordance with the provisions hereof. Licensee may terminate this Agreement at any time by returning the Program and all copies to Licensor. Licensor may terminate this License Agreement upon the breach by Licensee of any provision of this Agreement. Upon termination of this Agreement, Licensee shall, as directed by Licensor at its sole option, return or destroy all copies of the Program. Neither termination by licensee, nor termination by Licensor for breach, shall entitle Licensee to a refund of any portion of the Licensee fee.

#### **5. Warranty.**

##### **5.1 Media Warranty.**

For ninety (90) calendar days from the date of shipment (the "Warranty Period"), Licensor warrants that the media on which the Program is contained will be free from defects in materials and workmanship. During the Warranty Period, Licensee may return the defective media to Licensor and it will be replaced without charge. Replacement of media is Licensee's sole remedy in the event of a media defect.

##### **5.2 Program Warranty.**

Licensor warrants that the Program shall substantially perform as described in its user's manual, as it exists on the date of delivery, during the Warranty Period. Licensor's sole obligation under this warranty shall be limited to using reasonable efforts to correct any reported defects and to supply a corrected version as soon as reasonable after being notified of such defects. Licensor does NOT warrant that (a) the operation of the Program shall be uninterrupted or error-free; or (b) the functions contained in the Program shall operate in all combinations or sequences; or (c) the Program shall meet Licensee's requirements; or (d) that defects for which there is a reasonable work-around procedure will be corrected.

##### **5.3 Exclusive Warranty.**

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, LICENSOR AND ITS LICENSORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR AND ITS LICENSORS

EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **6. Limitation Of Liability.**

IN NO EVENT SHALL LICENSOR OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PROGRAM, EVEN IF LICENSOR, AND/OR ITS LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING, IN NO EVENT SHALL DAMAGES EXCEED THE LICENSE FEE PAID.

#### **7. Support.**

Licensor shall have no obligation under this Agreement to support the Program after the expiration of the Warranty Period. Any Licensor support of the Program after the expiration of the Warranty Period shall be the subject of a separate written upgrade entitlement agreement between the parties.

**Note: Upgrade entitlement grants you only the right to upgrade the existing Program, not install the upgrade Program on a second computer while continuing to operate the earlier version on the computer in which originally installed. If you wish to run the Program update on another computer, while continuing to run earlier versions on other computers, you must purchase a new license rather than just an upgrade entitlement agreement.**

#### **8. General.**

##### **8.1**

Licensee is responsible for installation and operation of the Program.

##### **8.2**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflict of law principles of the State of California. All disputes or actions arising out of this Agreement shall be subject to the exclusive jurisdiction of the California state courts (or if there is exclusive federal jurisdiction, the United States District Courts) in San Diego County and the parties agree and submit the personal and exclusive jurisdiction and venue of these courts.

##### **8.3**

Failure or neglect by Licensor to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Licensor's rights to take subsequent action.

#### **8.4**

In the event any of these terms are determined to be invalid or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

#### **8.5**

Licensee is responsible for payment of all taxes associated with this transaction.

#### **8.6**

Licensee acknowledges and agrees that no license, right or interest is granted to use the names, trade names or trademarks "BAE SYSTEMS National Security Solutions Inc.," "Talisin," SOCET SET, SOCET GXP, VITec or any other trade name or trademark, or portion of any of them, owned by or licensed for use by Licensor or any parent, or subsidiary or other company with whom Licensor is affiliated for any purpose whatsoever other than reproduction of such trademarks on permitted backup or archive copies of the Program.

#### **8.7**

This Agreement may be amended only by a subsequent writing signed by both parties, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

### **9. Government Acquisitions.**

This provision applies to all acquisitions of the Program by or for the federal government of the United States of America. The government hereby agrees that the Program qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (October 1995), DFARS Part 227.7202-1 (June 1995), and DFARS 252.227-7014(a) (June 1995). The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Program, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's minimum needs or is inconsistent in any respect with federal procurement law, the government agrees to return the Program unused to the party from whom acquired.

### **10. Incorporated Third Party Software.**

The version of the Program you are receiving incorporates third parties' software under licenses from such third parties. Certain third party software as listed on Attachment A, B, C, or D hereto is subject to such additional terms and conditions as noted on Attachment A, B, C, or D.

**ATTACHMENT A**

ICU license- SO CET GXP makes use of the ICU unicode library without modification.

ICU License - ICU 1.8.1 and later  
COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1995-2001 International Business Machines Corporation and others  
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the above copyright notice(s) and this permission notice appear in all copies of the Software and that both the above copyright notice(s) and this permission notice appear in supporting documentation.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR HOLDERS INCLUDED IN THIS NOTICE BE LIABLE FOR ANY CLAIM, OR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

FTGL- SO CET GXP makes use of the FTGL library without modification. It is a free, open source library to enable developers to use arbitrary fonts in their OpenGL ([www.opengl.org](http://www.opengl.org)) applications.

## FTGL

Herewith is a license. I've also chucked in a gnu (see COPYING.txt) license for those that are that way inclined. Basically I want you to use this software and if you think this license is preventing you from doing so let me know.

Copyright (C) 2001-3 Henry Maddocks

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The FreeType Project - FreeType II- SOCET GXP makes use of the FreeType Font library without modification.

The FreeType Project LICENSE

2000-Feb-08

Copyright 1996-2000 by  
David Turner, Robert Wilhelm, and Werner Lemberg

### **Introduction**

The FreeType Project is distributed in several archive packages; some of them may contain, in addition to the FreeType font engine, various tools and contributions which rely on, or relate to, the FreeType Project.

This license applies to all files found in such packages, and which do not fall under their own explicit license. The license affects thus the FreeType font engine, the test programs, documentation and makefiles, at the very least.

This license was inspired by the BSD, Artistic, and IJG (Independent JPEG Group) licenses, which all encourage inclusion and use of free software in commercial and freeware products alike. As a consequence, its main points are that:

- We don't promise that this software works. However, we will be interested in any kind of bug reports. ('as is' distribution)
- You can use this software for whatever you want, in parts or full form, without having to pay us. ('royalty-free' usage)
- You may not pretend that you wrote this software. If you use it, or only parts of it, in a program, you must acknowledge somewhere in your documentation that you have used the FreeType code. ('credits')

We specifically permit and encourage the inclusion of this software, with or without modifications, in commercial products. We disclaim all warranties covering The FreeType Project and assume no liability related to The FreeType Project.

## **Legal Terms**

### **0. Definitions**

Throughout this license, the terms 'package', 'FreeType Project', and 'FreeType archive' refer to the set of files originally distributed by the authors (David Turner, Robert Wilhelm, and Werner Lemberg) as the 'FreeType Project', be they named as alpha, beta or final release.

'You' refers to the licensee, or person using the project, where 'using' is a generic term including compiling the project's source code as well as linking it to

form a 'program' or 'executable'. 'This program is referred to as 'a program using the FreeType engine'.

This license applies to all files distributed in the original FreeType Project, including all source code, binaries and documentation, unless otherwise stated in the file in its original, unmodified form as distributed in the original archive. If you are unsure whether or not a particular file is covered by this license, you must contact us to verify this.

The FreeType Project is copyright (C) 1996-2000 by David Turner, Robert Wilhelm, and Werner Lemberg. All rights reserved except as specified below.

### **1. No Warranty.**

THE FREETYPE PROJECT IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY OF THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY DAMAGES CAUSED BY THE USE OR THE INABILITY TO USE, OF THE FREETYPE PROJECT.

### **2. Redistribution**

This license grants a worldwide, royalty-free, perpetual and irrevocable right and license to use, execute, perform, compile, display, copy, create derivative works of, distribute and sublicense the FreeType Project (in both source and object code forms) and derivative works thereof for any purpose; and to authorize others to exercise some or all of the rights granted herein, subject to the following conditions:

- Redistribution of source code must retain this license file ('LICENSE.TXT') unaltered; any additions, deletions or changes to the original files must be clearly indicated in accompanying documentation. The copyright notices of the unaltered, original files must be preserved in all copies of source files.
- Redistribution in binary form must provide a disclaimer that states that the software is based in part of the work of the FreeType Team, in the distribution documentation. We also encourage you to put an URL to the FreeType web page in your documentation, though this isn't mandatory.

- These conditions apply to any software derived from or based on the FreeType Project, not just the unmodified files. If you use our work, you must acknowledge us. However, no fee need be paid to us.

### **3. Advertising**

Neither the FreeType authors and contributors nor you shall use the name of the other for commercial, advertising, or promotional purposes without specific prior written permission. We suggest, but do not require, that you use one or more of the following phrases to refer to this software in your documentation or advertising materials: `FreeType Project', `FreeType Engine', `FreeType library', or `FreeType Distribution'.

As you have not signed this license, you are not required to accept it. However, as the FreeType Project is copyrighted material, only this license, or another one contracted with the authors, grants you the right to use, distribute, and modify it. Therefore, by using, distributing, or modifying the FreeType Project, you indicate that you understand and accept all the terms of this license.

### **4. Contacts**

There are two mailing lists related to FreeType:

- [freetype@freetype.org](mailto:freetype@freetype.org)

Discusses general use and applications of FreeType, as well as future and wanted additions to the library and distribution. If you are looking for support, start in this list if you haven't found anything to help you in the documentation.

- [devel@freetype.org](mailto:devel@freetype.org)

Discusses bugs, as well as engine internals, design issues, specific licenses, porting, etc.

- <http://www.freetype.org>

Holds the current FreeType web page, which will allow you to download our latest development version and read online documentation.

You can also contact us individually at:

David Turner <david.turner@freetype.org>  
Robert Wilhelm <robert.wilhelm@freetype.org>  
Werner Lemberg <werner.lemberg@freetype.org>

--- end of LICENSE.TXT ---

---

All trademarks and registered trademarks mentioned herein are the property of their respective owners.

**ATTACHMENT B**

Portions of this software incorporating MrSID functionality are provided under license from LizardTech, Inc. The MrSID software is protected by United States Copyright Law and International Treaty provisions and by U.S. Patent No. 5,710,835. Foreign patents are pending. Some of the MrSID technology was developed through a project at the Los Alamos National Laboratory (LANL) funded by the U.S. Government, managed under contract by the Regents of the University of California (University). The U.S. Government and the University have reserved rights in the Technology, including the following: (a) the U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by the University's Patent Rights, and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations and under the U.S. Department of Energy (DOE) Assignment and Confirmatory License through which the DOE's rights in the Technology were assigned to the University; (b) Under 35 U.S.C. § 203, the DOE has the right to require LizardTech to grant a non-exclusive, partially exclusive or exclusive license under U.S. Patent No. 5,710,835 in any field of use to a responsible applicant(s) upon terms reasonable under the circumstances, if LizardTech does not adequately attempt to commercialize the MrSID Technology. See, 37 CFR 401.6; (c) The University makes no warranty or representation as to the validity or scope of Patent No. 5,710,835, and neither the Government nor the University have any obligation to furnish any know-how, technical assistance, or technical data in connection with MrSID software. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

LIZARDTECH portion of Software is being delivered to you AS IS without any warranty as to its use or performance. BAE SYSTEMS, LIZARDTECH AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION. LIZARDTECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL BAE SYSTEMS OR LIZARDTECH BE LIABLE TO YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS OR OPPORTUNITIES, EVEN IF A LIZARTECH REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## ATTACHMENT C

Supplemental provisions for JPEG 2000 Codecs

1. COPYRIGHT NOTICE AND ACKNOWLEDGMENT. COPYRIGHT 2002 SUN MICROSYSTEM, INC. ALL RIGHTS RESERVED. The following copyrights apply to specific Software provided under his license.

### **JPEG2000 IMPLEMENTATION IN C**

This Software is based on the JPEG2000 CODEC Software, licensed under the IMAGE POWER JPEG-2000 PUBLIC LICENSE, Copyright (c) 1999-2000, Image Power, Inc. and the University of British Columbia, Canada; Copyright (c) 2001-2002 Michael David Adams. All rights reserved.

### **JPEG2000 IMPLEMENTATION IN JAVA**

Copyright (c) 1999/2000 JJ2000 Partners. This software module was originally developed by Raphaël Grosbois and Diego Santa Cruz (Swiss Federal Institute of Technology-EPFL); Joel Askelöf (Ericsson Radio Systems AB); and Bertrand Berthelot, David Bouchard, Félix Henry, Gerard Mozelle and Patrice Onno (Canon Research Centre France S.A) in the course of development of the JPEG2000 standard as specified by ISO/IEC 15444 (JPEG 2000 Standard). This software module is an implementation of a part of the JPEG 2000 Standard. Swiss Federal Institute of Technology-EPFL, Ericsson Radio Systems AB and Canon Research Centre France S.A (collectively JJ2000 Partners) agree not to assert against ISO/IEC and users of the JPEG 2000 Standard (Users) any of their rights under the copyright, not including other intellectual property rights, for this software module with respect to the usage by ISO/IEC and Users of this software module or modifications thereof for use in hardware or software products claiming conformance to the JPEG 2000 Standard. Those intending to use this software module in hardware or software products are advised that their use may infringe existing patents. The original developers of this software module, JJ2000 Partners and ISO/IEC assume no liability for use of this software module or modifications thereof. No license or right to this software module is granted for non JPEG 2000 Standard conforming products. JJ2000 Partners have full right to use this software module for his/her own purpose, assign or donate this software module to any third party and to inhibit third parties from using this software module for non JPEG 2000 Standard conforming products. This copyright notice must be included in all copies or derivative works of this software module.

2. Neither the name of Sun Microsystems, Inc., Image Power, Inc. nor any other contributor (including, but not limited to, the University of British Columbia and Michael David Adams) may be used to endorse or promote products derived from this software without specific prior written permission.

3. User agrees that it shall not commence any action against Sun Microsystems, Inc., Image Power, Inc., the University of British Columbia, Michael David Adams, or any other contributors (collectively "Licensors") for infringement of any intellectual property rights ("IPR") held by the User in respect of any technology that User owns or has a right to license or sublicense and which is an element required in order to claim compliance with ISO/IEC 15444-1 (i.e., JPEG-2000 Part 1). "IPR" means all intellectual property rights worldwide arising under statutory or common law, and whether or not perfected, including, without limitation, all (i) patents and patent applications owned or licensable by User; (ii) rights associated with works of authorship including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, mask work registrations; (iii) rights relating to the protection of trade secrets and confidential information; (iv) any right analogous to those set forth in subsections (i), (ii), or (iii) and any other proprietary rights relating to intangible property (other than trademark, trade dress, or service mark rights); and (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

4. If User commences an infringement action against any Licensor(s) then such Licensor(s) shall have the right to terminate User's license and all sublicenses that have been granted hereunder by User to other parties.

5. This software is for use only in hardware or software products that are compliant with ISO/IEC 15444-1 (i.e., JPEG-2000 Part 1). No license or right to this Software is granted for products that do not comply with ISO/IEC 15444-1. The JPEG-2000 Part 1 standard can be purchased from the ISO.

6. **DISCLAIMER OF WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF THE JPEG2000 CODEC SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. THE JPEG2000 CODEC SOFTWARE IS PROVIDED BY THE LICENSORS AND CONTRIBUTORS UNDER THIS LICENSE ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE JPEG2000 CODEC SOFTWARE IS FREE OF DEFECTS, IS MERCHANTABILITY, IS FIT FOR A PARTICULAR PURPOSE OR IS NON-INFRINGEMENT. THOSE INTENDING TO USE THE JPEG2000 CODEC**

SOFTWARE OR MODIFICATIONS THEREOF FOR USE IN HARDWARE OR SOFTWARE PRODUCTS ARE ADVISED THAT THEIR USE MAY INFRINGE EXISTING PATENTS, COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE JPEG2000 CODEC SOFTWARE IS WITH THE USER. SHOULD ANY PART OF THE JPEG2000 CODEC SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, THE USER (AND NOT THE INITIAL DEVELOPERS, SUN MICROSYSTEMS, INC., THE UNIVERSITY OF BRITISH COLUMBIA, IMAGE POWER, INC., MICHAEL DAVID ADAMS, OR ANY OTHER CONTRIBUTOR) SHALL ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, SUN MICROSYSTEMS, INC., THE UNIVERSITY OF BRITISH COLUMBIA, IMAGE POWER, INC., MICHAEL DAVID ADAMS, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF THE JPEG2000 CODEC SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO THE USER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAD BEEN INFORMED, OR OUGHT TO HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES. THE JPEG2000 CODEC SOFTWARE AND UNDERLYING TECHNOLOGY ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE JPEG2000 CODEC SOFTWARE OR UNDERLYING TECHNOLOGY OR PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). LICENSOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. USER WILL NOT KNOWINGLY USE, DISTRIBUTE OR RESELL THE JPEG2000 CODEC SOFTWARE OR UNDERLYING TECHNOLOGY OR PRODUCTS FOR HIGH RISK ACTIVITIES AND WILL ENSURE THAT ITS CUSTOMERS AND END-USERS OF ITS PRODUCTS ARE PROVIDED WITH A COPY OF THE NOTICE SPECIFIED IN THIS SECTION. UNLESS SPECIFIED IN

THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

**ATTACHMENT D**

Kakadu

The SOCET GXP software application is developed using Kakadu software.