

27 August 2007

**KAKADU SOFTWARE LICENSE AGREEMENT FOR UNIVERSITY LIBRARY OWNERS OF THE BOOK “JPEG2000: IMAGE COMPRESSION FUNDAMENTALS, STANDARDS AND PRACTICE”, PUBLISHED BY KLUWER ACADEMIC PUBLISHERS, 2001 (“The Book”)**

Permission to use the KAKADU software is conditional upon you, the purchaser of the Book agreeing to the terms and conditions set out below. Do not install the KAKADU software until you have read and accepted all the terms of this license and agree to become a licensee of the KAKADU software.

This agreement covers past, present and future releases of this KAKADU software. Access to future releases (if any) is automatically granted by this licence and future releases shall be distributed by email or availability on the website. **YOUR INSTALLATION OF THE KAKADU SOFTWARE IS DEEMED TO BE YOUR ACCEPTANCE OF THE FOLLOWING TERMS. ONCE YOU HAVE INSTALLED THE KAKADU SOFTWARE, YOU ARE BOUND BY THESE TERMS.**

You agree that the following terms constitute the COMPLETE and EXCLUSIVE statement of agreement between you and NEWSOUTH INNOVATIONS PTY LIMITED with respect to the KAKADU Software and SUPERSEDES all proposals and prior agreements, oral or written, and any other communications between us relating to the KAKADU Software.

1. **LICENSE GRANT.** NewSouth Innovations Pty Limited ACN 000 263 025 (“NSi”) hereby grants to the Licensee a non-exclusive license to install and use the KAKADU software, and all accompanying documentation, as provided herein (the “**Library License**”). The Library License to the KAKADU Software is personal to the Licensee and the intellectual property rights in the KAKADU Software shall at all times remain the property of NSi, and the Licensee shall have no right, title, or interest therein, except as expressly set forth in this agreement.
2. **DEFINITIONS.**
  - 2.1. **Application:** Compiled code generated using the KAKADU source code, or Reusable Code derived from the KAKADU source code, or any part thereof. No part of an Application is Reusable Code.
  - 2.2. **Deployment:** Distribution of one or more Applications to a Third Party. **Deploy** shall be similarly construed.
  - 2.3. **Details:** means the details as completed and set out in the online or fax order form accompanying and forming part of this License agreement.
  - 2.4. **KAKADU Software:** The KAKADU software and related electronic documentation provided to the Licensee at the time of purchase of the

2.

Book, together with any improvements or enhancements if any made available by NSi to the Licensee from time to time

- 2.5. **Library:** The university library that has acquired the Book and which is owned by or is the Licensee.
  - 2.6. **License Fee:** The license fee specified in the Details
  - 2.7. **Licensee:** The legal entity that has purchased the KAKADU Software and is granted the Library License under this Agreement. .
  - 2.8. **Users:** The registered users of the Library who are current staff or enrolled students of the Licensee and are permitted to use the KAKADU Software under this Library License.
  - 2.9. **Reusable Code:** The original KAKADU source code, as distributed with this Library License, with or without modifications and exclusions. Reusable code also includes any intermediate compiled form, such as dynamically or statically linked libraries, which allows the functionality of the KAKADU source code to be reproduced in a variety of Applications.
  - 2.10. **Third Party:** Any person or legal entity which is not NSi, the Licensee or the Library.
3. The Library shall have the right to install and use the KAKADU Software and develop Applications using the KAKADU Software. All copies of Applications created by the Library shall contain notification that they were developed using the KAKADU Software.
  4. The Library shall have the right to enable its Users to use the KAKADU Software and develop Applications for their own use for education and research purposes, in their capacity as staff and students, provided that the Users do not further distribute the KAKADU Software to Third Parties, except in accordance with Clause 6. All copies of Applications created by the Library shall contain notification that they were developed using the KAKADU Software.
  5. The Library shall have the right to Deploy Applications and enable its Users to Deploy Applications provided that Deployment is undertaken solely for education and research purposes and does not result in direct or indirect financial return to the Library, the Users or any other Third Party which further supplies or otherwise uses such Applications.
  6. The Library shall have the right to itself distribute and enable its Users to distribute Reusable Code to a Third Party, provided the Third Party possesses an appropriate and valid license from NSi to use the KAKADU Software and provided also that such distribution does not result in any direct or indirect financial return to the Library, the Users or the Licensee. All copies of such distributed Reusable Code shall contain all copyright and proprietary notices from the original source code.

7. The Library shall have the right to store and use the KAKADU Software on the Library's network server. The Library must allow only Users access to the KAKADU SOFTWARE and must bring to the attention of all Users, the applicable terms of this Library License. The Library must use reasonable endeavours to ensure compliance with and enforcement of this Agreement.
8. The Library shall have the right to use the KAKADU Software indefinitely, subject to the TERMINATION provisions in this Agreement.
9. The Library must itself, and ensure also that its Users, hold the KAKADU Software source code in strict confidence at all times and not use the source code or permit it to be used, except in accordance with this Agreement.
10. NSi may terminate this license grant, by written notice to Licensee if Licensee breaches any term of this Agreement.
11. Absent appropriate exemption certificate(s), the Licensee shall pay all taxes, duties, or customs, except for taxes based on NSi net income.
12. The Licensee and the Library shall not use the name, trade names or trade marks of NSi or any of its affiliates in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any Third Party, except in the form provided by NSi, and then solely for purposes of identifying NSi software.
13. This Library License is non-transferable to a Third Party and may not be sub-licensed to any other person except that the Licensee may assign the Library License to the Library, if and to the extent necessary to enable the Licensee and the Library to comply with their respective obligations in this Agreement.
14. The Licensee shall procure that the Library complies with any obligation that falls upon the Library and if the Library fails to comply, the Licensee must undertake the obligation itself.
15. THE KAKADU SOFTWARE IS A COLLECTION OF SOFTWARE TOOLS, WHICH MAY NOT BE APPROPRIATE FOR THE INTENDED PURPOSE. NSI DOES NOT WARRANT THAT: THE OPERATION OF THE KAKADU SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; THE KAKADU SOFTWARE IS FIT FOR ANY PARTICULAR PURPOSE; OR THE KAKADU SOFTWARE OR ITS USE DOES NOT INFRINGE THE RIGHTS OF A THIRD PARTY. TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES TERMS AND CONDITIONS NOT EXPRESSLY INCLUDED IN THIS AGREEMENT ARE EXCLUDED. NSI SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (WHETHER FORESEEABLE OR OTHERWISE) LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR LOSS OF USE OF ANY COMPUTER HARDWARE OR SOFTWARE RESULTING FROM THE USE OF THE KAKADU SOFTWARE.

THE KAKADU SOFTWARE SHOULD NOT BE RELIED ON AS THE SOLE BASIS TO SOLVE A PROBLEM WHOSE INCORRECT SOLUTION COULD RESULT IN INJURY OR LOSS TO PERSON OR PROPERTY. IF THE SOFTWARE IS EMPLOYED IN SUCH A MANNER, IT IS AT THE LICENSEE'S OWN RISK AND NSI EXPLICITLY DISCLAIMS ALL LIABILITY FOR SUCH MISUSE TO THE EXTENT ALLOWED BY LAW.

NSI'S LIABILITY FOR MATTERS IN RELATION TO WHICH LIABILITY BY LAW CANNOT BE EXCLUDED OR LIMITED SHALL NOT BE EXCLUDED OR LIMITED. EXCEPT AS AFORESAID, ANY OTHER LIABILITY OF NSI, WHETHER IN RELATION TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT IN AGGREGATE EXCEED THE AMOUNT PAID TO NSI UNDER THIS AGREEMENT, FOR THE KAKADU SOFTWARE AND BOOK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES AND LIABILITY SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE.

WHERE AVAILABLE NSI'S LIABILITY UNDER TERMS AND CONDITIONS THAT ARE IMPLIED BY LAW AND WHICH MAY NOT BE EXCLUDED IS LIMITED TO, AT NSI'S OPTION, RESUPPLY OF THE KAKADU SOFTWARE OR PAYMENT OF THE COST OF RESUPPLY OF THE KAKADU SOFTWARE.

16. To the extent any applicable law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected.
17. This Agreement contains the entire understanding of the parties and may not be modified or amended except by written instrument, executed by authorized representatives of NSi and Licensee.
18. This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia.