



**IMAGE POWER, INC.**  
1360-885 WEST GEORGIA ST  
VANCOUVER, B.C. V6C 3E8  
PHONE: (604) 605-8505  
FAX: (604) 682-3108  
www.imagepower.com

July 23, 2001

Mr. H. Zhao  
Director of TSB  
International Telecommunication Union  
Telecommunication Standardization Bureau  
Place des Nations  
CH-1211, Geneva 20  
Switzerland

Dear Mr. Zhao:

Re: JasPer software developed by UBC, Mr. M. Adams and Image Power

Image Power, Inc. claims intellectual property rights underlying that portion of the JasPer (JPEG2000 Part-1) software that was developed by the University of British Columbia and purchased from UBC by Image Power. The purpose of this letter is to clarify Image Power's interest in the JasPer software and to grant certain rights to the ISO and ITU-T.

Image Power grants the right to the ISO, ITU-T, and any of their distributors full permission to copy and redistribute all parts of the JasPer software for which Image Power asserts ownership for the ISO/IEC 15444-5 standard, subject only to the terms and conditions of the Image Power JPEG-2000 Public License, attached herewith.

Image Power represents and warrants that it will not assert any intellectual property rights (in particular, patents) against users of the JasPer software in JPEG-2000 Part-1 applications. Image Power has not filed and presently has no plans to file any patent applications related to technology embodied in the JasPer software code.

I trust that this arrangement is satisfactory to the ISO and ITU-T.

Yours very truly,  
**IMAGE POWER, INC.**

  
Michael P. McCrodan  
Counsel, Intellectual Properties

JasPer Software License

Copyright (c) 1999-2000, Image Power, Inc. and the University of British Columbia, Canada.  
Copyright (c) 2001 Michael David Adams.  
All rights reserved.

IMAGE POWER JPEG-2000 PUBLIC LICENSE

\*\*\*\*\*

WHEREAS:

Permission is hereby granted, free of charge, to any person (the "User") obtaining a copy of this software and associated documentation, to deal in the JasPer Software without restriction, including without limitation the right to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the JasPer Software (in source and binary forms), and to permit persons to whom the JasPer Software is furnished to do so, provided further that the License Conditions below are met.

License Conditions

\*\*\*\*\*

- A. Redistributions of source code must retain the above copyright notice, and this list of conditions, and the following disclaimer.
- B. Redistributions in binary form must reproduce the above copyright notice, and this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution.
- C. Neither the name of 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.
- D. User agrees that it shall not commence any action against 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.

E. 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.

F. 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.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF THE JASPER SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. THE JASPER 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 JASPER SOFTWARE IS FREE OF DEFECTS, IS MERCHANTABILITY, IS FIT FOR A PARTICULAR PURPOSE OR IS NON-INFRINGEMENT. THOSE INTENDING TO USE THE JASPER 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 JASPER SOFTWARE IS WITH THE USER. SHOULD ANY PART OF THE JASPER SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, THE USER (AND NOT THE INITIAL DEVELOPERS, 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. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, THE UNIVERSITY OF BRITISH COLUMBIA, IMAGE POWER, INC., MICHAEL DAVID ADAMS, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF THE JASPER 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 JASPER 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 JASPER 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 JASPER 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.

--- END OF LICENSE ---