

NONEXCLUSIVE LICENSE AGREEMENT

This Nonexclusive License Agreement ("Agreement") between The University of Kent having an address at The University of Kent, Canterbury, Kent CT2 7NF, United Kingdom ("U of Kent") and Laurence Hellyer having an address at: 17 Arden Court, Dover Street, Canterbury, Kent CT1 3HB, United Kingdom who as of the Effective Date of this agreement is a student at U of Kent and is executing this agreement as an individual as well as a student of U of Kent ("Hellyer"); U of Kent and Hellyer hereinafter individually and collectively the "Licensee" and INTEL CORPORATION ("Intel"), a corporation having a principal place of business at 2200 Mission College Blvd., Santa Clara, CA 95054, is effective on the 20th of May 2010 ("Effective Date").

1 BACKGROUND

The University of Kent and its student Mr. Laurence Hellyer have approached Intel for permission to implement the Algorithm disclosed in the article referenced below in an application to be developed and submitted as part of the Google Summer of Code is a program that offers student developers stipends to write code for various open source projects.

2 DEFINITIONS

- 2.1 "Algorithm" means the algorithm disclosed in the article entitled: *Sapphire: copying garbage collection without stopping the world*.
<http://portal.acm.org/citation.cfm?id=376656.376810&coll=ACM&dl=ACM&CFID=91655633&CFTOKEN=48645536>. Published in: Proceedings of the 2001 joint ACM-ISCOPE conference on Java Grande, Palo Alto, California, United States, Pages: 48 – 57, Year of Publication: 2001, ISBN:1-58113-359-6
- 2.2 "Activity" includes at least the following:
- (A) Development and publishing of Source Code.
 - (B) Development of supporting Source Code documentation.
- 2.3 "Improvements" means advances in the application or use of the licensed Algorithm that Licensee may develop hereunder.
- 2.4 "Licensed Field of Use" means Source Code intended to advance the state-of-the-art of virtual machine technologies for dynamic compilation, adaptive optimization, garbage collection, thread scheduling, and synchronization.
- 2.5 "Licensed Patent" means Intel's US Pat. No: 6,671,707 and any divisional, continuation, or reexamination application, and each patent that issues or reissues from any of these patent applications.

- 2.6 “Party(ies)” shall mean Intel and/or Licensee as appropriate.
- 2.7 “Source Code” shall mean one or more portions of programming code employing the Algorithm and suitable for developing an executable code for execution on a computing device. Source Code may be support for other program code or stand-alone program code.

3 GRANTS

- 3.1 Grant. Subject to the terms and conditions of this Agreement, Intel grants Licensee a royalty-free license under the Licensed Patent to:
- (i) Use of the Algorithm by Hellyer to develop Source Code within the Licensed Field of Use, for submission to the Google Summer of Code conditioned on such developed Source Code being contributed to the Jikes RVM software and licensed to others under the Eclipse license specified in Jikes RVM. See websites <http://code.google.com/soc/> and <http://jikesrvm.org>.
 - (ii) Also, Intel grants to others who access and use the submitted Source Code license under the Eclipse license terms specified in the Jikes RVM.
- 3.2 Non-exclusivity. The license is nonexclusive in the Licensed Field of Use.
- 3.3 Term. The license grant begins on May 20, 2010 and the Grant under Section 3.1 (i) lasts until August 31, 2010, whereas the Grant under Section 3.1 (ii) lasts until the expiration of the Licensed Patent.
- 3.4 Reverse Grant. Any Improvements generated by Licensee is owned by Licensee. Licensee grants back to Intel a perpetual, non-exclusive, royalty-free research and commercial license to any Improvements by Licensee during the term of this license.
- 3.5 Reporting. By January 1, 2011, Licensee shall provide one written report to Intel detailing all Activity performed by Licensee under this license grant.

4 SUBLICENSING

- 4.1 Licensee may not grant sublicenses under this Agreement Agreement.

5 IMPROVEMENTS

- 5.1 Licensee will include description of any Improvements as part of the Reporting required in 3.5 above.

6 EXCLUSIONS AND NEGATION OF WARRANTIES

THE ALGORITHM IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED; INCLUDING NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

7 TERMINATION

- 7.1 Termination by Licensor. Intel may terminate this Agreement by giving Licensee written notice at least thirty (30) days in advance of the effective date of termination selected by Intel.
- 7.2 Post Termination Technology Transfer. Upon license termination, at the option of Intel, Licensee shall provide additional reporting, as necessary, required to practice any Improvements licensed by Intel under the Reverse Grant provisions of 3.4 above.

8 ARBITRATION

8.1 Dispute Resolution by Discussion followed by Mediation

Any dispute between the parties regarding any payments made or due under this Agreement will be settled first by a face to face meeting of the appropriate business representatives from Intel and Licensee to seek a business resolution. If that meeting does not resolve the dispute, the Parties agree to submit the dispute to mediation, which shall be concluded within two weeks of such meeting with business representatives. The Parties agree to use the mediation services of JAMS in the location selected by the Party asserting the claim. The Parties further agree that JAMS may assign to the Parties' dispute any of its mediators who is available to conduct the mediation within two weeks after the meeting with senior business representatives. The mediation shall be concluded in no more than three days. If the mediation is unsuccessful, the Party asserting the claim may thereafter file suit in the court having jurisdiction over the defending Party. Any applicable statute of limitations shall be tolled during such period of attempted resolution.

9 NOTICES

All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:

All general notices to Intel are mailed to:

Intel Corporation
Attention: Doug Busch V.P. Digital Health Group, CTO
Mail Stop FM7-197
1900 Prairie City Road
Folsom CA, 95630
U.S.A.
Telephone: 916-356-9775
Facsimile: 916-377-9003

With a copy to:
Intel Corporation
Attention: General Counsel, Mail Stop RNB-4-151
2200 Mission College Blvd.
Santa Clara, California 95052
U.S.A.
Telephone: 408-653-5137
Facsimile: 408-765-6016

All general notices to Licensee are e-mailed or mailed to:

Lucy Druesne
Kent Innovation & Enterprise
University of Kent
Canterbury
Kent
CT2 7NF
United Kingdom
tel +44 (0)1227 827376
fax +44 (0)1127 824593

Laurence Hellyer
17 Arden Court
Dover Street
Canterbury
Kent
CT1 3HB
United Kingdom
lh243@kent.ac.uk

Either party may change its address with written notice to the other party.

10 MISCELLANEOUS

- 10.1 **Waiver.** No term of this Agreement can be waived except by the written consent of the party waiving compliance.
- 10.2 **Choice of Law.** This Agreement and any dispute arising under it is governed by the laws of the State of California, United States of America, applicable to agreements negotiated, executed, and performed within California.
- 10.3 **Exclusive Forum.** The state and federal courts having jurisdiction over Licensee, California, United States of America, provide the exclusive forum for any court action between the parties relating to this Agreement. Intel submits to the jurisdiction of such courts, and waives any claim that such a court lacks jurisdiction over Intel or constitutes an inconvenient or improper forum.
- 10.4 **Headings.** No headings in this Agreement affect its interpretation.
- 10.5 **Provisions.** If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.
- 10.6 **Independent Contractors.** The Parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other Party.
- 10.7 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided that this Agreement shall be binding upon and inure to each Party's respective successors in interest.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

10.8 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The parties by their duly authorized officers or representatives, execute this Agreement to be effective on the Effective Date.

LICENSEE

U of Kent

Signature _____

Name _____

Title _____

Date _____

Laurence Hellyer

Signature _____

Name _____

Title _____

Date _____

INTEL CORPORATION

Signature _____

Name _____

Title _____

Date _____

Legal Okay 08/24/10
<i>SAC</i> Susan A. Capello