

Intelligent Storage I/UCRC Agreement

Industry/University Cooperative Center for Research in Intelligent Storage Membership Agreement

This Agreement is made this 22nd day of November, 2016 by and between the University of University of Minnesota, Twin Cities (hereinafter called "University") and by Huawei Technologies Co., Ltd (hereinafter called "Company") a in support of the Center comprising and acting through the Center for Intelligent Storage, which is defined as all Center for Intelligent Storage Research Sites funded by the Industry/University Cooperative Research Center Program of the National Science Foundation.

WHEREAS, the parties to this Agreement intend to join together in a cooperative effort to support an Industry/University Cooperative Center for Research in Intelligent Storage (hereinafter called "CENTER") at the UNIVERSITIES to maintain a mechanism whereby the UNIVERSITY environment can be used to perform research on storage devices, storage systems architectures, file systems, I/O architecture, and storage applications.

The parties hereby agree to the following terms and conditions:

- A. CENTER will be operated by certain faculty, staff and students at the UNIVERSITIES. For the first five (5) years, the CENTER will be supported jointly by industrial firms, Federal laboratories, the National Science Foundation (NSF), the States, and the UNIVERSITIES. It is possible that the UNIVERSITIES may receive support from NSF for an additional ten (10) years.
- B. Any COMPANY, Federal Research and Development organization, or any Government-owned Contractor Operated laboratory may become a sponsor of the CENTER, consistent with applicable state and federal laws and statutes. Federal Research and Development organizations and Government-owned Contractor Operated laboratories may become sponsors of the CENTER.
- C. COMPANY can elect to become a MEMBER of the CENTER at one of the two following levels of membership:
 - a. COMPANY agrees to pay a membership fee of fifty thousand U.S. dollars (\$50,000.00) per year in support of CENTER and thereby become a MEMBER entitled to the privileges spelled out in the Bylaws of Center for Members.
 - b. COMPANY, which is a small business as defined by the Federal government, agrees to pay a membership fee of fifteen thousand U.S. dollars (\$15,000.00) per year in support of CENTER and thereby become a MEMBER entitled to the privileges spelled out in the Bylaws of CENTER for Members.
 - c. The membership fee shall be paid by Huawei within twenty (20) days of receipt of an

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invoice.

d. All the taxes and expenses levied by government in the territory of the People's Republic of China and United States shall be paid by Huawei.

Payment of these membership fees shall be made to one of the UNIVERSITIES operating the CENTER or divided between the UNIVERSITIES in proportion decided by the MEMBER. Membership is effective on January 1st or July 1st as provided in the bylaws, following the date that COMPANY executes this agreement, provided that UNIVERSITY receives membership fees from COMPANY within 30 days of such execution. Membership is automatically renewed on an annual basis, provided that UNIVERSITY receives the membership dues prior to commencement of the next membership year.

Checks from COMPANY should be mailed to:

University of Minnesota

Regents of the University of Minnesota
NW 5957
P.O. Box 1450
Minneapolis, MN 55485-5957

Because research of the type to be done by the CENTER takes time and research results may not be obvious immediately, COMPANY should join CENTER with the intention of remaining a fee-paying member for at least two (2) years. However, COMPANY may terminate this Agreement for any reason by giving UNIVERSITY ninety (90) days written notice prior to the termination date. Notwithstanding the above, if the membership begins prior to adoption of the original CENTER Bylaws, at any time up to thirty (30) days after adoption of the original CENTER Bylaws, COMPANY may rescind this Agreement without notice, with or without cause, for a full refund of the membership fee; provided that in the event of rescission COMPANY shall forfeit any intellectual property rights under this Agreement.

- D. There will be an Industrial Advisory Board composed of one representative from each CENTER member. This board makes recommendations on (a) the research projects to be carried out by CENTER (b) the apportionment of resources to these research projects, (c) operational procedures, and (d) changes to the Bylaws. The number of votes available to a MEMBER will be proportional to its membership contribution.
- E. UNIVERSITY reserves the right to publish in scientific or engineering journals the results of any

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research performed by CENTER. COMPANY, however, shall have the opportunity for a confidential review any paper or presentation containing results of the research program of CENTER prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed three (3) months from the date of submission to COMPANY, for proprietary reasons, provided that COMPANY makes a written request and justification for such delay within forty-five (45) days from the date the proposed publication is submitted by certified mail to COMPANY.

- F. All patents derived from inventions conceived and first actually reduced to practice in the course of research conducted by the CENTER shall belong to the UNIVERSITY where the invention was made, or shared equally between UNIVERSITIES in the case of joint inventions. UNIVERSITY, pursuant to chapter 18 of title 35 of the United States Code, commonly called the Bayh-Dole Act, will have ownership of all patents developed from this work, subject to "march-in" rights as set forth in this Act. When an employee of a MEMBER is a co-inventor of intellectual property that includes co-inventors from the UNIVERSITY, this agreement does not require the MEMBER to assign over to the UNIVERSITY any co-inventor rights that the MEMBER may have. All MEMBERS shall have the opportunity for a confidential review of the invention following the filing of an invention disclosure with UNIVERSITY'S technology commercialization office.

MEMBERS are entitled to a nonexclusive, irrevocable, world-wide, royalty-free license under such patents to make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise transfer any product, and to practice and have practiced any method, provided: (1) that MEMBER is a member in good standing at the time of disclosure to UNIVERSITY personnel responsible for patent matters; and (2) MEMBER shares with other exercising members the cost of filing such patent application. MEMBERS have the right to sublicense subsidiaries and affiliates, but do not have the right to sublicense to other entities.

If only one MEMBER seeks a license, that MEMBER may, at its option, either obtain a non-exclusive royalty free license as described above, or obtain an exclusive fee-bearing license on commercially reasonable terms to be negotiated with the inventing UNIVERSITY.

If all MEMBERS elect not to exercise their option or discontinue their support, then the UNIVERSITY will be free to file or continue prosecuting or maintaining any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at UNIVERSITY's expense, in which event no MEMBER will have any rights in the invention through the UNIVERSITY.

- H. Copyright registration may be obtained for software developed by CENTER. MEMBER will be entitled to a worldwide, irrevocable, nonexclusive, royalty-free license to use, execute, display, reproduce, perform, and disclose all software developed by CENTER. MEMBER will have the right to enhance and to re-market the enhanced or unenhanced software with royalties due to CENTER to be negotiated, based on the worth of the initial CENTER software, but not to exceed fifty percent (50%) of the increase in the fair sale price of the enhanced software product sold or licensed by COMPANY.

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- I. Any royalties and fees received by UNIVERSITY under this Agreement, over and above expenses incurred, will be distributed in accordance with UNIVERSITY policy.
- J. Neither party is assuming any liability for the actions or omissions of the other party. Neither party shall be liable to the other party for any lost profits, lost revenues, or any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, regardless of whether either party was advised, had other reason to know, or in fact knew of, the possibility thereof. The liability of a UNIVERSITY that is a state entity is subject to the terms and limitations of its state laws.

Neither party makes any warranties as to any matter, including the condition, originality or accuracy of the research or ownership, merchantability, or fitness for a particular purpose of the research or any invention arising therefrom.

MENG GUANGBIN
Company Representative Name

President of Storage Product Line R&D
Company Representative Title

Meng Guangbin
Company Representative Signature

2016.11.15
Date



Kevin McKoskey
University Representative Name

Director, Sponsored Projects Administration
University Representative Title

Kevin McKoskey
University Representative Signature

11/22/14
Date

