

# EXHIBIT 24

LICENSE AGREEMENT  
BETWEEN KINETECH, INC. AND DIGITAL ISLAND, INC.

**LICENSE AGREEMENT**  
**BETWEEN KINETECH, INC. AND DIGITAL ISLAND, INC.**

IN THIS AGREEMENT (the "AGREEMENT"), entered into as of this 1<sup>st</sup> day of September 2000 (the "EFFECTIVE DATE") by and between Kinetech Inc. ("KINETECH"), a Delaware corporation having its principal place of business at 3140 Whisperwoods Court, Northbrook, Illinois 60062, and Digital Island, Inc. ("DI"), a California corporation having its principal place of business at 45 Fremont Street, 12th Floor, San Francisco California 94105, the parties agree:

**ARTICLE 1 DEFINITIONS**

1.1 **THE PATENTS** means United States Patent No. 5,978,791 ("*The '791 Patent*") and all counterpart applications, including continuation applications, divisional applications, reexamination or reissue applications or extensions thereof; and any counterpart foreign patent applications filed by or counterpart foreign patents issued to **KINETECH** before or during the term of this License Agreement.

1.2 **DI FIELD OF USE** means, and is limited to, the practice of The Patents in the field of use set forth in **SCHEDULE 1.2** hereto.

CONFIDENTIAL  
ATTORNEYS' EYES ONLY

Page 1

DI 079220

83

Highly Confidential - Attorneys' Eyes Only

LICENSE AGREEMENT  
BETWEEN KINETECH, INC. AND DIGITAL ISLAND, INC

**ARTICLE 2 WITNESSETH**

2.1 WHEREAS, **KINETECH** represents and warrants and **DI** acknowledges and agrees that **KINETECH** is the owner, by assignment, of the entire right, title and interest in and to The Patents; and

2.2 WHEREAS, **KINETECH** represents and warrants and **DI** acknowledges and agrees that **KINETECH** has unique and valuable expertise, understanding and know-how in the **DI** Field Of Use and in the field of The Patents; and

2.3 WHEREAS, **DI** is desirous of acquiring an ownership interest in The Patents;

NOW, THEREFORE, intending to be legally bound and in consideration of the following covenants and agreements, **KINETECH** and **DI** agree as follows:

**ARTICLE 3 ASSIGNMENT FROM KINETECH TO DI**

3.1 **KINETECH** hereby transfers, grants, conveys, assigns, and relinquishes exclusively to **DI** a fifty percent (50%) undivided interest in and to The Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.

3.2 *Consideration.* On the Effective Date, **DI** shall transfer to **KINETECH** a number (*N*) of registered, saleable shares of **DI**'s publicly traded stock ("*Consideration*"), where the number of shares (*N*) is determined as the greater of either:

DI 079221

Page 2

CONFIDENTIAL  
ATTORNEYS' EYES ONLY

83

Highly Confidential - Attorneys' Eyes Only

LICENSE AGREEMENT  
BETWEEN KINETECH, INC. AND DIGITAL ISLAND, INC.

3.2.1  $N = \$2,000,000$  divided by the average closing price of **DI**'s shares for the twenty (20) trading days preceding the Effective Date of this Agreement, rounded up to the next integer value; and

3.2.2  $N = 50,000$  shares.

3.3 **KINETECH** shall execute and deliver to **DI** the Assignment attached as Attachment A hereto within ten (10) days of receipt of the Consideration, and, from time to time after the date hereof upon the request of **DI**, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of the ownership interest of fifty percentage (50%) of The Patents to **DI**, or the original ownership of The Patents on the part of **KINETECH**, to the fullest extent possible.

3.4 **KINETECH** further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of **DI** in and to The Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. **DI** shall reimburse **KINETECH** for any and all costs reasonably incurred by **KINETECH** in performance under this paragraph.

3.5 In furtherance of this Agreement, **KINETECH** hereby acknowledges that, from the Effective Date forward, **DI** has succeeded to an fifty percentage (50%) undivided interest of **KINETECH**'s right, title, and standing to receive all rights and benefits pertaining to The Patents, institute and prosecute all suits and proceedings, and take all actions that **DI**, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of The Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings

DI 079222

Page 3

CONFIDENTIAL  
ATTORNEYS' EYES ONLY

Es

Highly Confidential - Attorneys' Eyes Only

LICENSE AGREEMENT  
BETWEEN KINETECH, INC. AND DIGITAL ISLAND, INC.

relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **DI**, in its sole discretion, deems advisable.

3.6 **KINETECH** represents and warrants that no consents of any other parties are necessary under any agreements concerning any of The Patents in order for the transfer and assignment of any of The Patents under this Agreement to be legally effective.

3.7 **KINETECH** represents and warrants that upon consummation of this Agreement, **DI** shall have good and marketable title to a fifty percentage (50%) interest in and to The Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, or charges of any nature whatsoever.

#### ARTICLE 4 FUTURE USE

4.1 **DI** will refrain from using, practicing, licensing or sublicensing The Patent or the inventions disclosed therein other than in the Field of Use.

4.2 **KINETECH** will refrain from using, practicing, licensing or sublicensing The Patents or the inventions disclosed therein in the **DI** Field of Use.

4.3 **KINETECH** will refrain from licensing or sublicensing The Patents or the inventions disclosed therein for any Web-caching products to the extent such products are being used to compete with **DI** in the Field of Use ("**Competing Web-Caching Products**") upon receipt of notice from **DI** (pursuant to **Section 6.1**) of known or suspected infringement by such **Competing Web-Caching Products** or of notice from **DI** (pursuant to **Section 6.3**) of **DI**'s intent to file suit for infringement by such **Competing Web-Caching Products**.

DI 079223

Page 4

CONFIDENTIAL  
ATTORNEYS' EYES ONLY

\\DCSVR01\PUBLIC\SIRITZKY\_B\ACHMANDI\AGMT\_FINAL 9 1 2000 (REDLINED).DOC

Highly Confidential - Attorneys' Eyes

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.