IBM

IBM 8260 Nways ATM kit

GA33-0372-00

Development Program Agreement

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Section 1. Attachment

Agreement Number: LGE95-771

Company or Organization Information

Please fill-in the following part with the appropriate information.

(If you are from a non-profit organization, see"Organization Information" on page 4.)

Company Information

Address:	
City/Country:	
Telephone number:	Fax number:
Internet address:	
Name of contact person:	
Responsibility/Role:	
Telephone number:	Fax number:
Internet address:	

Product Information: If the proposed IBM ATM kit Product is based on an existing product:

Product name:
Product description:
Date of introduction:
Price:
Volumes:
Customer references:

(*Please attach existing specification sheets, user guide, and so on.*)

If the proposed IBM ATM kit product is based on a product under development and disclosed to the market:

Product description:

Target date of introduction:

Price target:

Volume target:

(*Please attach existing disclosure material, and so on.*)

Are there any competing products from other manufacturers? (If yes, list product names.)

If the proposed IBM ATM kit product is based on a product under development and not disclosed to the market:

Number of Non-disclosure Agreement letter with IBM:

Date of issue:

IBM originator name:

Supported ATM interfaces and protocols:

Test locations/organizations where these interfaces were tested:

List of ATM equipment with which the product has been successfully tested:

IBM ATM products:

Non-IBM ATM products:

Other ATM products developed by your company:

What are the reasons for joining IBM ATM kit Development Program?

Return address: Please mail or fax your completed application form to:

IBM France
Centre d'Etudes et Recherches
Service 0831
Plan du Bois
06610 La Gaude
France

Attn: 8260 Product Planning - ATM kit Program

Fax: (33) 93 24 78 18

Organization Information

If you are from a non-profit organization, please fill in the following:

Address:

City/Country:

Telephone number: Fax number:

Internet address:

Domain of activities:

Name of contact person:

Responsibility/Role:

Telephone number: Fax number:

Internet address:

Project Information: What is the purpose of this project?

(*Attach any existing material describing the project.*)

Is this project funded by multiple sources ? (If yes, list the sources.)

Is there any target commercial application to this project? (If yes, describe.)

List ATM interfaces and protocols to be used:

Other ATM products developed by your company:

Return address: Please mail or fax your completed application form to:

IBM France
Centre d'Etudes et Recherches
Service 0831
Plan du Bois
06610 La Gaude
France

Attn: 8260 Product Planning - ATM kit Program

Fax: (33) 93 24 78 18

Application Fees Form

The IBM ATM kit Program Developer Package is provided to the Developer, to help the Developer in the development of his product, for a total fee of $13,000 (per product).

This package includes:

- Technical specifications for the Developer Product
- ATM class (3 days)
- Eighty (80) hours of engineering/consulting time
- Qualification Tests (10 days)

The fees are due within 30 days of agreement sign-off.

If needed, subsequent Qualification Tests on the product will be defined and described in an amendment of the Agreement between IBM and the Developer. Subsequent qualification fees will depend on the time needed for retesting of the product.

Special Offering for Development Equipment: If the Developer needs to acquire 8260 Hub and modules for the development of his product, IBM will provide the Developer a special discount on these parts. This special offering is limited to the equipment required for the development and test of the Developer Product.

THIS ATTACHMENT AS COMPLETED BY THE DEVELOPER IS PART OF THE IBM 8260 NWAYS ATM KIT DEVELOPMENT PROGRAM AGREEMENT.

PLEASE COMPLETE THE IBM 8260 NWAYS ATM KIT DEVELOPMENT PROGRAM AGREEMENT BY SIGNING THE FOLLOWING AGREEMENT.

Section 2. IBM 8260 Nways ATM kit Development Program Agreement

Agreement Number: LGE95-771

DATE OF THE AGREEMENT: _____

THIS AGREEMENT IS MADE BETWEEN

Developer _____ , a _____

(State of incorporation) corporation, whose registered office is at

_____ , _____ ,

hereinafter referred to as "Developer"

AND:

International Business Machines Corporation, a New-York corporation whose registered office is at Armonk, N.Y, 10504 - USA.

hereinafter referred to as "IBM",

THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1 - Preamble

1.1 The IBM 8260 Nways ATM kit Development Program has been developed by IBM to enable developers to develop customized ATM solutions and integrate them onto the IBM 8260 Nways Multiprotocol Intelligent Switching Hub, giving the developer's end users access to IBM ATM campus technology as well as the largest range of ATM transport applications available with IBM.

The IBM 8260 Nways ATM kit Development Program provides Developer with a simple and inexpensive way to add their own ATM technologies onto the IBM 8260 Nways Multiprotocol Intelligent Switching Hub, without investing in the development of a new ATM platform.

This Agreement does not establish a joint venture, partnership or agency relationship. IBM reserves the right, in its sole discretion, to refuse to accept a Developer application for entry into the program according to the criteria listed in Exhibit B.

Article 2 - Purpose

This agreement contains the terms and conditions governing participation in the program.

Article 3 - Definitions

3.1 **Subsidiary:** shall mean a corporation or other entity

(1) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or

(2) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or incorporated association but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is,

now or hereafter, owned or controlled, directly or indirectly by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

3.2 **Licensed Material:** refers to IBM 8260 Nways ATM kit Development Program package delivered pursuant to this Agreement, as specified in Article 4 (Developer's benefits) made a part hereof. The term includes all updates, additions, enhancements, or other modifications to the Licensed Material delivered by IBM to Developer.

3.3 **Qualification Tests:** refers to the tests as described in Article 8 of this Agreement performed on the Developer Product to mainly insure compatibility of said Developer Product with IBM 8260 Nways Multiprotocol Intelligent Switching Hub.

3.4 **Developer Product:** refers to the product developed by Developer on top of an IBM ATM Carrier Module; which product has been developed in accordance with the specifications included in the IBM 8260 Nways ATM kit Development Program package and has not yet successfully undergone the Qualification Tests.

3.5 **Qualified Developer Product:** refers to the Developer Product which has successfully undergone the Qualification Tests.

3.6. **IBM ATM Carrier Module:** refers to any 8260 IBM ATM carrier modules which are orderable standard IBM products.

3.7 **Assembled module:** refers to an IBM ATM Carrier Module assembled with the Qualified Developer Product.

3.8 **Confidential Information:** shall mean information which is disclosed in writing by one Party ('the Discloser') to the other Party ('the Recipient') and which is marked as confidential at the time of disclosure, or is unmarked (for example, orally disclosed) but treated as confidential at the time of disclosure summarizing the Confidential Information sufficiently for identification.

Confidential Information shall further include the IBM 8260 Nways ATM kit Development Program package.

Any other information exchanged between the parties shall be deemed non confidential unless a separate confidential disclosure agreement is signed between the parties regarding such information.

Article 4 - Developer's Benefits

4.1 After signature of this Agreement by both parties, Developer shall have access to the IBM 8260 Nways ATM kit Development Program facilities (herein after referred to as 'package') which includes:

Deliverables and services

Technical specifications for the Developer Product.
An "ATM class" for Developers that covers the overall system architecture of the IBM 8260 and engineering/consulting time on Developer product development.
Qualification Tests by IBM.

Such deliverables and services will be provided by IBM to Developer at dates to be agreed upon by the parties.

Special offering

In the event Developer needs to acquire from IBM 8260 Nways Multiprotocol Intelligent Switching Hub configurations for development and Qualification Tests purposes of Developer Product, IBM shall offer special conditions for such acquisitions in accordance with the Application Fees Form here attached.

This special offering is limited to the equipment required for said development and testing activities.

Article 5 - Licenses

5.1 IBM hereby grants to Developer a world-wide, non-exclusive, non-transferable, non-sublicensable license, to use the IBM 8260 Nways ATM kit Development Program package to develop a single type of Developer Product and market at its own terms and conditions units of said type of Developer Product. IBM will not provide any marketing support whatsoever to Developer except as provided in Article 6 (Developer Product Information).

5.2 Developer shall not market, sell, or distribute any Developer Product which has not passed the Qualification Tests.

5.3 Developer shall not develop any press releases or public disclosures regarding this agreement without the prior consent of IBM. Developer shall conduct business solely under Developer's own names and, subject to the provisions of Article 7.4 of this agreement, shall not use any IBM trade names and trademarks.

5.4 Developer agrees that IBM shall have the option to OEM the Qualified Developer Product upon IBM's request and under reasonable terms.

5.5 IBM hereby grants to Developer an immunity from suit by IBM for any infringement of an IBM-owned patent where the infringement arises from the Licensed Material, or use thereof, alone or in combination with other equipment or Code, provided that, with respect to such a combination, the immunity shall apply only if:

1. The Licensed Material cannot otherwise be used in a non-infringing manner; or
2. The Licensed Material was designed by IBM to be used in that combination, and cannot be used in that combination in a non-infringing manner.

The foregoing immunity shall not extend to any Code other than the Licensed Material, except to a combination qualifying under this Article.

5.6 The immunity granted to Developer pursuant to paragraph 5.4 above shall apply:

1. To Developer Subsidiaries, its Subsidiaries' distributors, dealers, and remarketers, provided that it shall serve to immunize only the transfer and use of the Licensed Material for the development of the Developer Product in compliance with this Agreement, and
2. To Developer's end users, provided that it shall serve to immunize only the use of the Licensed Material for the development of the Developer Product in compliance with this Agreement.

Article 6 - Developer Product Information

6.1 Upon qualification of Developer Product, IBM will give a Transmittal Form to gather Qualified Developer Product description, ordering data and any other information IBM deems appropriate. Within a period of one month after receipt of said Transmittal Form, Developer shall complete and return said form to the address indicated on it. IBM and/or any of its Subsidiaries may advertise the fact that Developer is participating in the IBM 8260 Nways ATM kit Development Program or include any information contained in the Transmittal Form in any reference material (such as a Folder with a list of Qualified Developer Products) which IBM and/or any of its Subsidiaries may choose to publish from time to time.

Article 7 - Intellectual Property Rights

7.1 Ownership. Except as identified herein, no title to or ownership of any Intellectual Property Rights is transferred by either party.

7.2 Developer will be the sole owner of the copyright, trade secrets, and other proprietary rights in the Developer Product and the Qualified Developer Product.

7.3 Neither party shall reverse engineer the other party's product.

7.4 Without a separate and specific trademark license from IBM, IBM's marks MAY NEVER be incorporated as part of the name of a product or service of another company. You may not include "IBM 8260 Nways Multiprotocol Intelligent Switching Hub" or any potentially confusing variation in the name of Developer Product. The same rule applies to other marks, such as IBM, which should never be included in Developer Product or Developer company name.

7.5 Any reference to IBM trademarks or trade names, including without limitation any reference to IBM 8260 Nways Multiprotocol Intelligent Switching Hub may be made only in connection with the Qualified Developer Product on packaging, collateral material or advertising (but not included in the Qualified Developer Product name) by solely using phrases such as "for use with" or "for" the IBM 8260 Nways Multiprotocol Intelligent Switching Hub product. On all such materials the Qualified Developer Product name must appear more prominently than IBM's trademarks or trade names and the later should be visually distinguished from Qualified Developer Product

name by putting it in a different font, or color, or on a different line. Developer shall avoid any implication that Qualified Developer Product is produced, endorsed or supported by IBM.

7.6 Developer must attribute IBM trademarks to IBM. For example, Developer must use the "Registered" symbol with our marks Nways and IBM. The symbols should be placed next to the last letter of the mark, at the upper right or at the baseline. In advertising copy, the proper symbol should be used as the first or most prominent mention. A proper trademark attribution is "Nways is a trademark of IBM Corporation".

Article 8 - Qualification Tests

8.1 IBM will perform Qualification Tests on the Developer Product to determine that it interfaces properly with the IBM ATM Carrier Module. The testing criteria, testing process, testing support and testing environment is contained in the Qualification Tests List given in Exhibit C.

8.2 IBM has no obligation to verify any other Developer Product functions nor interoperability which are not specified in this Qualification Tests List. Tests of unspecified functions remain under Developer responsibility.

8.3 If IBM Qualifications Tests and IBM Quality assessment of the Developer Product are not successfully completed, "Additional Pass" compatibility tests will be jointly defined under subsequent compatibility Developer fees as referenced in section 2 of the attached Application Fees Form.

8.4 **Revisions to the Qualified Developer Product**

Qualification Tests shall be valid for the specified Developer Product type and revision level at the time of testing only. Functional revisions to the Qualified Developer Product shall require program Qualification retesting at Developer's expense. In absence of such retesting, the Developer's license to use the Qualified Developer Product shall be rescinded.

Article 9 - Support

9.1 **Technical Support**

Developer will be responsible for providing all support required on the installed Assembled Modules. Developer agrees to make the support available for the Assembled Module at least as responsive as IBM's Support Policy and Procedure currently available from IBM to its customers.

IBM shall provide to Developer the support specified in the Exhibit A. Developer shall designate no more than two (2) technical contacts in writing to IBM.

Developer agrees to assist IBM, IBM's resellers or other participating Developers at no charge in resolving any installation or operational problems in a customer installation containing Assembled Modules.

9.2 **Failure to Meet Specifications**

In the case of failures due to substantial Developer revisions of the Qualified Developer Product, or failures related to functions not covered by the IBM Qualification Tests, it will be Developer’s responsibility to replace installed Assembled Modules at customers site, at Developer's expense.

Article 10 - Quality

10.1 The Developer agrees to maintain the quality of the Qualified Developer Product at a level that meets or exceeds industry standards and is at least commensurate with the quality of other products previously distributed by the Developer. The Developer will define a continuous quality improvement program for its Qualified Developer Product. The Developer will provide to IBM the failure analysis of returned Assembled Modules with an action plan for correction if the failure concerns the Qualified Developer Product. In case the failure concerns the IBM ATM Carrier Module, it will be the responsibility of Developer to contact the IBM Field Support staff for correction.

Article 11 - Confidential Information

11.1 Developer represents and covenants that it will keep confidential and will not divulge or publish to any other person or entity or use for its own benefit, any Confidential Information received from IBM and that it will use Confidential Information solely for the purpose for which it was provided and in accordance with the provisions of Article 5 (Licenses). Upon termination and/or request of IBM, such right to use the Confidential Information shall terminate and Developer shall immediately cease using any and all of IBM Confidential Information and shall return to IBM all such Confidential Information in its possession.

11.2 This Agreement shall impose no obligation upon the Developer with respect to any Confidential Information which (i) is now or which subsequently becomes generally known or available by publication, general use or otherwise; (ii) was rightfully known by Developer prior to the time of disclosure; (iii) is furnished by IBM to third party without restrictions on disclosure; (iv) is subsequently rightfully furnished to Developer by a third party without restriction on disclosure or (v) is independently developed by Developer, provided that the person developing same has not had access to the Company information.

The IBM 8260 Nways ATM kit Development Program package is submitted to the provisions of the present Article and Article 5 (licenses).

Article 12 - Warranty

12.1 IBM warrants that it has sufficient right, title and interest in and to the Licensed Material to grant the rights granted hereunder.

12.2 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIAL INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

Article 13 - Indemnification

13.1 IBM, at its expense, shall defend Developer against any claim that the Licensed Material infringes a copyright of a third party. IBM shall pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, Developer must give IBM prompt written notice of any such claim, must allow IBM to control and must fully cooperate with IBM in the defense and all related settlement negotiations.

13.2 If the Licensed Material becomes, or IBM believes it is likely to become the subject of such a claim, IBM at its option and expense may either secure for Developer a right of continued use or replace or modify it so that it becomes non-infringing. If neither of these alternatives is available

on terms which IBM judges as reasonable, Developer, on request of IBM, shall return the Licensed Material to IBM.

13.3 IBM shall have no obligation with respect to any claim resulting from Developer Product developed using the Licensed Material.

13.4 Developer, at its expense, shall defend IBM and/or its Subsidiaries against any claim that the Developer Product and the Qualified Developer Product infringe Intellectual Property Rights of a third party. Developer shall pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, IBM and/or its Subsidiaries must give Developer prompt written notice of any such claim, must allow Developer to control and must fully cooperate with Developer in the defense and all related settlement negotiations.

Article 14 - Liability

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFIT OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

14.2 Developer uses the Licensed Material and other materials provided by IBM hereunder at its own risk and expense. IBM bears no liability therefore. The Qualification Tests specified in Article 8 are for purpose of qualification for the program and in no way represent a guarantee or assurance of product performance. These are the responsibility of the Developer.

Article 15 - Payment

15.1 **Fees**

The Developer agrees to pay the fees identified in the Application Fees Form attached to this agreement. All payments required under this Agreement shall be made in U.S. Dollars within thirty (30) days of invoice and shall be exclusive of any taxes, duties, excises, tariffs, fees or levies. Any such taxes duties, excises, tariffs, fees or levies imposed shall be the responsibility of the Developer.

Article 16 - Term

16.1 The term of this Agreement shall commence on the date first above written and shall terminate in accordance with Article 17 (Termination).

Article 17 - Termination

17.1 **Termination for Convenience**

Developer may at its option and at its discretion terminate this Agreement upon fifteen (15) calendar's days written notice.

17.2 **Termination for Cause**

IBM may at its option upon fifteen (15) calendar's days written notice, in the event that Developer breaches in performance of any provisions or requirement of this Agreement or of any Attachment or Exhibit thereto including failure to meet the maximum timing figures mentioned in Exhibit C.

Article 18 - Limitation of Remedies

18.1 IBM's entire liability and Developer's exclusive remedy for damages to Developer for any causes whatsoever shall be limited to the fees paid by Developer. The foregoing limitation of liability will not apply to the payment referred to in Article 13 (Indemnification). IBM will not be liable for any claim by Developer based on any third-party claim, except as provided in Article 13 (Indemnification).

Article 19 - Survival

19.1 All obligations and duties which, by their nature, survive the expiration or termination of this Agreement shall remain in effect beyond any expiration or termination of this Agreement.

Article 20 - General

20.1 **Governing Law**

This Agreement shall be governed by the laws of the State of New York.

20.2 **Entire Agreement**

This Agreement, together with its Exhibits and Attachments constitutes the entire Agreement between the parties with respect to the Licensed Material. It may be modified or amended only in writing signed by an officer of both parties. This Agreement supersedes all other representations, proposals, and other communications between the parties relating to the Licensed Material.

20.3 **Waiver of Jury Trial**

Each party irrevocably waives all right to trial by jury in any action, proceedings, or counterclaim (whether based upon agreement, tort or otherwise) arising out of or related to this Agreement or the actions of the parties in the negotiation, administration, performance or enforcement of this Agreement.

IN WITNESS WHEREOF, Developer and IBM have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

DEVELOPER

By:

Name:

Title:

INTERNATIONAL BUSINESS MACHINES CORPORATION

By:

Name:

Title:

Section 3. Exhibits

Exhibit A - Support Program

Agreement Number: LGE95-771

Support Scheme

Developer will be responsible for providing the support services of Assembled Module to its customers. IBM will not provide 'direct' support to Developer's customers. The IBM Available Services will, in good faith, attempt to provide the first level of problems determination of the Assembled Module. If the problems are located in the Assembled Module, the IBM Availability Services will inform the customer. The customer will contact the Developer or its Third Party maintenance for resolving the problems. When the problems are satisfactorily solved at customer site, the Developer or its Third Party maintenance will inform the IBM Availability Services. In case the problem resolution implies the involvement of the IBM Field Support staff of the IBM ATM Carrier Module, it will be the responsibility of the Developer to initialize such involvement by contacting:

IBM France
Centre d'Etudes et Recherches
Service 0839
06610 La Gaude
France
attn: IBM Hub Field Support Dept

Fax: (33) 93 24 78 18

Level Required for Training

The Developer of a Developer Product for the IBM 8260 Nways ATM kit Development Program shall provide two (2) product training sessions to IBM's Field Support staff responsible for the Field Support of the IBM ATM Carrier Module, at no charge to IBM. This training will be provided by the Developer at the IBM Laboratory, La Gaude France and shall consist of at least the following:

1. Product description and capabilities
2. Developer past product problem history, if based on a similar stand-alone design
3. Installation
4. Configuration
5. Fault Isolation and Diagnostics Techniques

The Developer shall provide a suggested list of test equipment that the IBM Field Support staff should have to perform fault isolation and diagnostics. This equipment should consist of standard "of the shelf" LAN diagnostic equipment. In the event that the diagnostic equipment or diagnostic software is internally developed by the Developer, then the Developer shall provide such equipment to the IBM Field Support staff at no charge, to include free software and hardware updates and repair. The Developer grants IBM the right to duplicate the diagnostic software for internal and support use.

Unique Requirements

The Developer shall detail a support plan, policy and procedure that the IBM Field Support staff will follow to resolve a Qualified Developer Product problem or customer issue related with the Assembled Module. This plan shall include the following support:

1. After hours and weekend technical support
2. Problem isolation technical check list
3. First level technical support
4. Second level technical support
5. Dedicated Developer technical support staff for IBM use
6. Free access to a technical support problem database to be specified
7. New releases of software available from a service to be specified
8. Developer's escalation procedure for the IBM Field Support staff
9. On-site technical support

IBM reserves the right to request additional technical training for field technical support personnel, provided free of charge by the Developer.

Exhibit B - Criteria for Entry to the Program

Agreement number: LGE95-771

A Review Board will assess the Developer application and verify:

1. The applicant Developer meets technical required skills. For example, the applicant Developer will prove his technical skills through products already available in the market, through product functional specifications.
2. The proposed application brings a true improvement to the IBM 8260 functionality.
3. That no (or minimal) overlap exists among the various proposals in order to protect the investment and revenue of each candidate.
4. No other considerations are present which cause a rejection of the application.

Also, the Board can give recommendations to improve the proposed Developer application and increase its chances of success.

IBM HAS DISCRETION TO ACCEPT OR REJECT AN APPLICANT based upon the above considerations.

Exhibit C - Qualification Tests List

Agreement Number: LGE95-771

The IBM ATM kit Qualification Tests have been defined to ensure that the Developer Product will:

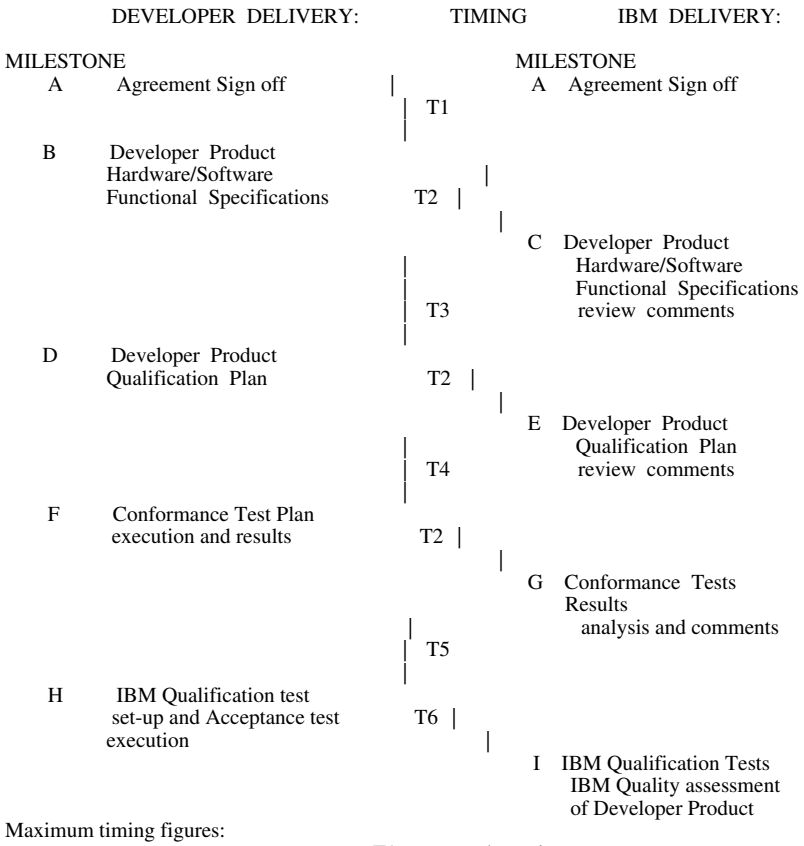
Interface properly with the IBM ATM 8260 hub

Operate correctly with other IBM ATM 8260 hub modules and other IBM products.

Be well managed by an IBM Management Platform

The IBM 8260 Nways ATM kit Development Program consists of a number of deliverables and tests to be provided/performed in order to make successful the development of the Developer Product. The equipment required for developing/testing the Developer Product will be discussed with the IBM Review Board.

Scheme of Development Process



Maximum timing figures:

T1	4 weeks
T2	2 weeks
T3	4 weeks
T4	2 weeks
T5	2 weeks
T6	4 weeks

The following paragraphs describe each of the deliverables and tests in further detail:

Delivery of Developer Product Hardware/Software Functional Specifications

Responsibility: Developer

Purpose: To understand product specificities for IBM Qualification testing.

Comments: Will be reviewed upon delivery to better understand the product and its effect on the IBM Qualification test set-up and execution.

Timing: Hardware/Software Functional Specifications (Milestone B) to be delivered within 4 weeks of signing the IBM 8260 Nways IBM ATM kit development program Agreement (Milestone A).
IBM recommendations (Milestone C) have to be delivered within 2 weeks after Hardware/Software Functional Specifications receipt (Milestone B).

Delivery of Developer Product Qualification Plan

Responsibility: Developer

Purpose: To audit and assess the Developer Product Qualification Program.

Comments: On receipt, the Developer Product Qualification Plan will be reviewed against the previously received Hardware/Software Functional Specifications. The Conformance Test Plan available from the IBM ATM kit Program Developer Package must be part of this Developer Product Qualification plan. Any recommendations of the IBM Qualification Team will be sent to the Developer.

A copy of the executed Developer Product Qualification Plan must be delivered with the Developer Product prior to initiation of IBM Qualification tests.

Timing: Development Product Qualification Plan (Milestone D) to be delivered within 4 weeks after receipt of IBM recommendations on the Hardware/Software Functional Specifications (Milestone C) of the Developer Product.
IBM recommendations (Milestone E) to be delivered within 2 weeks after Developer Product Qualification Plan receipt (Milestone D).

Execution of Conformance Test Plan and Delivery of Results

Responsibility: Developer

Purpose: To check that the Developer Product conforms to IBM 8260 Nways ATM kit Development Program specifications.

Comments: The goal of the Conformance Test Plan, part of the IBM ATM kit Program Developer Package, is to verify the Developer Product conforms to the IBM ATM 8260 hub specifications.

This Conformance Test Plan, providing a set of tests to be run, has to be successfully executed. The results have to be delivered to IBM prior to any IBM Qualification Tests. It is expected that it will take about 2 weeks of testing to complete the Conformance Test Plan, if no problems are found. Results of this testing will be forwarded to IBM. Any recommendations of the IBM Qualification Team will be sent to the Developer.

Timing: The Conformance Test Plan results (Milestone F) have to be delivered within 20 weeks of receiving IBM recommendations on Developer Product Qualification Plan (Milestone E).
The IBM recommendations (Milestone G) have to be delivered within 2 weeks after receiving the results of the Conformance Test Plan (Milestone F).

Delivery of Support Equipment for IBM Qualification Tests

Responsibility: Developer

Purpose: To allow IBM to perform Qualification testing.

Comments: The Developer must supply IBM with enough Developer Product(s), support equipment, and technical support to enable IBM to operate the Developer Product and execute IBM Qualification Tests. This will be jointly defined after receipt of the Hardware/Software Functional Specifications and the Developer Product Qualification Plan. The Developer Product(s) will remain at IBM after the testing is complete for any future IBM Qualification Tests and for any potential Field Support activities.

An Acceptance test will be run at the end of the IBM Qualification Tests set-up to ensure that Developer Product hardware and software levels and Support Equipment allow the IBM Qualification Tests to run. The Acceptance test will have to be passed at IBM La Gaude, France; it is expected such Acceptance test will take no more than one day.

Timing: Support Equipment (Milestone H) to be delivered within 2 weeks of receiving IBM recommendations on Conformance Tests results (Milestone G).

IBM Qualification Tests

Responsibility: IBM

Purpose: To verify the Developer Product is:

1. Interfacing properly with the ATM 8260 hub,
2. Operating correctly with other ATM 8260 hub Modules and other IBM products and
3. Well managed by an IBM Management Platform.

To assess the Quality of the Developer Product.

Comments: In order to begin the IBM Qualification Tests, each of the prior four deliverables (Milestones B,D,F,H) must have been received by IBM and the Acceptance test passed successfully.

Timing: It is expected that the results of IBM Qualification Tests and IBM Quality assessment of the Developer Product (Milestone I) will be delivered 4 weeks after the Acceptance Test (Milestone H) has been successfully passed. This timing assumes that no problems are found during IBM Qualification Tests.

IBM

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