MEMBER AGREEMENT

This is an Agreement between International Business Machines Corporation (IBM) and MEMBER_NAME (Member).

IBM is the sponsor of the APPN Implementers' Workshop (AIW), a forum for facilitating the availability of fully interoperable, high quality Advanced Peer-to-Peer Networking (APPN) products from a wide variety of vendors. The forum is intended to be a body in which APPN information can be disseminated, members can obtain help from one another in solving implementation problems and enhancements to the APPN architecture can be proposed, evaluated and possibly incorporated into the APPN architecture. It is expected that the forum activities will promote the use of the APPN architecture as a standard in the industry for peer-to-peer communications.

Member and IBM agree that Member is entitled to participate in the activities of the AIW under the following terms and conditions.

Section 1.0 AIW MEMBER RESPONSIBILITIES.

1.1 Member agrees to use reasonable efforts to participate in AIW activities, including plenary and Special Interest Group (SIG) activities, at its own expense. Specifically, Member shall appoint at least one person to represent it in plenary and (optionally) SIG activities.

1.2 Member acknowledges that the following represent actions Member might reasonably be expected to take to effectively participate in AIW activities:

a. sharing implementation experiences and testing methodologies;

b. sharing customer installation and use experiences;

c. helping to develop common testing methodologies;

d. informing the AIW of its APPN requirements;

e. making submissions to the AIW, including those containing technical proposals for APPN enhancements; and

f. reviewing AIW draft documents in a timely manner for the purpose of suggesting or providing corrections and/or enhancements;

Section 2.0 IBM RESPONSIBILITIES

2.1 IBM, in its capacity as an AIW member, agrees to accept the same responsibilities accepted by Member in Section 1.0.

2.2 IBM additionally agrees:

a. To act as liaison between the AIW and other interested parties, including standards organizations, in matters involving APPN;

b. To make AIW documents, including releases of APPN reference documents, available to AIW members and other interested parties at a reasonable cost; and

c. To enter into an agreement with each AIW member having terms that are, in IBM's judgment, the legal equivalents of the terms of this Agreement.

Section 3.0 CONFIDENTIALITY

3.1 A purpose of the AIW is to provide an open forum for the exchange of information and ideas about APPN. Each party acknowledges this purpose will not be served if information exchanged in the course of AIW activities is subject to restrictions based on claims of confidentiality. Therefore, each party agrees that it will not provide to the AIW any information which it considers to be confidential or a trade secret.

Section 4.0 INTELLECTUAL PROPERTY - SUBMISSIONS

4.1 Each party agrees that the following subparagraphs apply as to any submission which it makes to the AIW and are for the benefit of the AIW, any AIW member, any standards organization with whom the AIW decides to work, and any other organization or entity that acts with authorization or permission of any of the foregoing.

4.2 Each party agrees to identify any patent which it owns or controls and which, in its judgment, contains claims that might impact use or distribution of submission material.

4.3 Each party acknowledges that AIW activities are likely to promote the use of APPN and extensions to APPN as industry standards and that any material included in a submission to the AIW may become a matter of public knowledge and may be included in one or more published documents.

4.4 Each party agrees that, at all times during active consideration of submission materials by the AIW, each AIW member shall be deemed to have a limited royalty-free license under any copyrights applicable to such materials sufficient to allow the

member to make copies and take other actions needed to support evaluation of the materials for AIW purposes. Each party further agrees that, if the AIW adopts a submission as an APPN enhancement, then IBM shall have a royalty-free right and license to include the adopted material in published APPN reference documents and that the party will not attempt to restrict use of the published material on the theory that such material is protected by copyright.

4.5 Each party acknowledges that standards organizations have certain requirements for submission and adoption of contributions. Each party agrees to accept requirements relating to waiver of intellectual property rights imposed by standards organizations with whom the AIW might choose to work.

4.6 Each party acknowledges that other AIW members may wish to implement submissions or suggestions received in the course of AIW activities. Therefore, each party agrees that where use of a submission may require license(s) under patent(s) which it owns or controls, it will offer to make such license(s) available to all other AIW members on reasonable and non-discriminatory terms unless:

4.6.1 the submission originated with another party; and

4.6.2 the Member owning or controlling the patent(s) provides written notice to the AIW Chair that it is not willing to make such licenses available. Such notice must be made by the Member at the earliest opportunity after becoming aware of the submission.

SECTION 5 WARRANTY

5.1 Each party represents and warrants that use or distribution of its submission materials will not infringe any copyright, trade secret right, right of privacy or similar right of any third party.

5.2 Each party represents and warrants that it is aware of no patent of another having claims that would be infringed by use or distribution of its submission materials. In making this representation and warranty, the party does not intend to imply that it has conducted any search for such patents.

5.3 Each party represents and warrants that it is not and will not become subject to any agreements, assignments or encumbrances which would hinder use or distribution of submission materials.

5.4 Except as noted above, submission materials are provided by a party on an "as is" basis without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

SECTION 6 LIMITATION OF LIABILITIES

6.1 Neither party assumes any liability under this Agreement for any claim of intellectual property infringement based on use or distribution of its submission materials in combination with other material or products originating with someone else.

6.2 In no event shall either party be liable to the other for any lost profits, lost revenue or consequential, indirect, punitive, special or incidental damages resulting from a breach of this Agreement, even if such party has been advised of the possibility of such potential loss or damage.

SECTION 7 GENERAL PROVISIONS

7.1 This Agreement shall become effective when signed by both parties.

7.2 Member may elect to withdraw from the AIW by providing ten calendar days' notice to the AIW Chair. Such notice shall automatically terminate this Agreement. Withdrawal shall have no effect on rights and obligations which accrue prior to the effective date of withdrawal.

7.3 IBM may terminate this Agreement with or without cause upon ten calendar days' notice to Member.

7.4 Member recognizes that it may be beneficial to receive industry recognition of its participation in AIW activities and agrees that the AIW may, in public presentations or published materials, identify Member as an AIW member as long as this Membership Agreement is in force. Member further agrees that IBM may identify Member as a participant in the AIW in any IBM APPN reference documents including material considered by the AIW, provided that reference document is first published while this Membership Agreement is in force.

7.5 Notices must be in writing to be effective. Notices shall be sent to:

For Member

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For IBM

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7.6 The substantive law of the State of New York shall apply.

7.7 Nothing in this Agreement shall be construed as preventing either party from independently developing any product or providing any service.

7.8 The parties agree that this Agreement is the complete and exclusive statement of their agreement relating to membership in the AIW and supersedes all proposals or prior agreements, oral or written, relating to such membership.

7.9 Attachment #1 is the version of the APPN Implementer's Workshop Procedures Manual as it exists at the time of execution of this Agreement. In the event of any conflict between the Manual and this Agreement, the parties agree that this Agreement shall take precedence.

ACCEPTED AND AGREED TO ON BEHALF OF:

MEMBER	International Business Machines Corporation
_____	_____
Signature	Signature
_____	_____
Name (print)	Name (print)
_____	_____
Title	Title
_____	_____
Date	Date