



USER LICENSE AGREEMENT FOR IBM DEVICE DRIVERS

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Under this Agreement, IBM provides you with a license to use the Program and Documentation only.

1. BACKGROUND / PURPOSE:

IBM provides certain device drivers and Documentation under this Agreement. The device drivers and library support that IBM provides under this Agreement are in object code form only. Appendix A of this Agreement indicates which device drivers, feature codes, etc. are available for use on server platforms that are supported. IBM uses announcements to withdraw service for device drivers, feature codes, etc., on hardware and/or operating system platforms. IBM reserves the right to change the Programs or Documentation at any time without prior notice.

2. DEFINITIONS:

Derivative Work is a work based on a preexisting work, including a compilation. A Derivative Work prepared without the authorization of the copyright owner of the preexisting work would constitute a copyright infringement.

Documentation is the Program documentation that IBM provides to you as indicated in Appendix A.

Object Code is machine-readable instructions in Object Code format. It is substantially in binary form and directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

Program is the IBM device and/or library driver as indicated in Appendix A.

3. LICENSE GRANT:

IBM grants you a revocable, nontransferable, nonexclusive, worldwide, paid-up copyright license to:

- a) use the Program and Documentation solely on the platforms and solely with the applicable IBM devices described in Appendix A of this Agreement; and
- b) maintain one copy of the Program for backup purposes only.

Your license to the Programs and Documentation terminates when you no longer rightfully possess the IBM device described in Appendix A.

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- a) otherwise copy, display, transfer, adopt, modify or distribute in any form, the Program and Documentation, except as IBM expressly authorizes in the Documentation;
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7. TERMINATION:

Termination for Cause. If either party fails to perform its obligations hereunder, then the other party may terminate this Agreement or the license granted hereunder for cause.

Effect of Termination. The rights and licenses granted to you under this Agreement shall automatically terminate upon the termination of this Agreement.

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9. GENERAL PROVISIONS:

Transfer. You may transfer possession of the program and its media and Documentation to another party with the transfer of the IBM device described in Appendix A on which such Program is used with. If you do so, you must give the other party a copy of these terms and provide all user documentation to that party, and such party must first agree to such terms before it uses the Program and Documentation. Upon transfer of the Program and Documentation, you must destroy all your copies of the Program and Documentation.

Severability. If any provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect provided that the Agreement still effectuates the parties' original intent.

Governing Law and Jury Trial Waiver. This Agreement shall be governed by the laws of the State of New York, excluding its conflict of law rules. Each party hereby agrees to waive its rights to a trial by jury.

Modifications. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in a writing that is executed by both parties, and the waiver of any breach or default of this Agreement shall not constitute a waiver of any other right or of any subsequent breach or default.

Limitations on Legal Actions. Neither party will bring a legal action against the other more than two (2) years after the cause of action arose. Both parties will act in good faith to resolve disputes.

Order of Precedence. In the event of a conflict in terms between this Agreement and another agreement, the terms of this Agreement shall take precedence and prevail over such other terms.

Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties with respect to this subject matter. All previous discussions and agreements with respect to this subject matter are superseded by this Agreement.

APPENDIX A

This Appendix indicates:

1. the name of the Program or Programs supported by this license;
2. the name of the associated Documentation for the Program or Programs;
3. with which specific IBM devices the Program and Documentation are to be used; and what specific Operating Systems environments in which the Program and Documentation are supported.

Program:

- IBM Tape Device and Library Driver, known as the AIX Tape and Medium Changer Device Driver on IBM AIX, the Linux Device Driver on Linux, the Solaris Device Driver on Oracle Solaris, the HP-UX Device Driver on Hewlett-Packard HP-UX, the Windows Device Driver on Microsoft Windows Server.

Documentation:

- IBM Tape Device Drivers Installation and User's Guide.

IBM Devices and Supported Operating Systems:

- For details on supported tape attachment please refer to the System Storage Interoperation Center website: <http://www.ibm.com/systems/support/storage/config/ssic/>
- Tivoli Storage Manager Certified Virtual Tape Library Devices, when used with and only with Tivoli Storage Manager, as specified by the "Ready for Tivoli" program and listed as such on www-306.ibm.com/software/sysmgmt/products/support/IBM_TSM_Supported_Devices_for_AIXHPSUNWIN.html#Virtual%20Tape%20Libraries which require use of Program listed directly above. Operating Systems supported by Devices, per first bullet directly above, based on an emulation mode of same type physical device.

Program:

- IBM Enterprise Tape Library Driver, known as the AIX 3494 Enterprise Tape Library Driver on IBM AIX, the Solaris 3494 Enterprise Tape Library Driver on Oracle Solaris, the HP-UX 3494 Enterprise Library Driver on Hewlett-Packard HP-UX, the Linux 3494 Enterprise Tape Library Driver on Linux, the Microsoft Windows 3494 Enterprise Tape Library Service on Microsoft Windows Server.

Documentation:

- IBM Tape Device Drivers Installation and User's Guide.

IBM devices:

- IBM TotalStorage Enterprise Automated Tape Library 3494

Supported Operating Systems:

- For details on supported tape attachment please refer to the System Storage Interoperation Center website: <http://www.ibm.com/systems/support/storage/config/ssic/>