



USER LICENSE AGREEMENT FOR IBM DEVICE DRIVERS

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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.

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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.

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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
4. what specific Operating Systems environments in which the Program and Documentation are supported.

Program:

- IBM TotalStorage 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 Sun Solaris, the HP-UX Device Driver on Hewlett-Packard HP-UX, the Windows Device Driver on Microsoft Windows NT, Microsoft Windows 2000, and Microsoft Windows Server 2003.

Documentation:

- IBM TotalStorage Tape Device Drivers Installation and User's Guide (GC35-0154).

IBM Devices and Supported Operating Systems

The following devices:

- IBM TotalStorage Enterprise Tape System 3590
- IBM TotalStorage Enterprise Tape System 3592

are supported on the following operating systems:

- IBM AIX 4.3.3, AIX 5L Version 5.1 or Version 5.2 on IBM POWER-based servers
- Microsoft Windows/NT 4.0, fix pack 6 or later
- Microsoft Windows 2000, build level 2195 or later
- Sun Microsystems Solaris Version 7, 8, or 9
- Hewlett-Packard HP-UX 10.20 (PB 32-bit), 11.0 (PB 32-bit) (3590 only)
- Hewlett-Packard HP-UX 11.0 (PCI 64-bit), 11i (PCI 64-bit)
- Red Hat 7.2 with the 2.4.9-31 kernel on 32-bit Intel-compatible servers (up, smp, enterprise) and 64-bit Intel Itanium servers (up and smp) (3590 only)
- Red Hat 7.3 with the 2.4.18-10 kernel on 32-bit Intel-compatible servers (3590 only)
- Red Hat Advanced Server 2.1 with the 2.4.9-e8 and 2.4.9-e10 kernels (uniprocessor, SMP, enterprise) (3590 only)
- Red Hat Enterprise Linux 2.1 with the 2.4.9-e16 kernel (uniprocessor, SMP, enterprise) (3590 only)
- Red Hat Enterprise Linux 2.1 with the 2.4.9-e25 kernel (uniprocessor, SMP, enterprise)
- SuSE Linux Enterprise Server 7 Update, on 32-bit Intel-compatible servers, 2.4.18-136(k_deflt) and 2.4.18-134(k_smp) kernels (3590 only)
- SuSE Linux Enterprise Server 8, on IBM zSeries 800 and 900 servers, kernel 2.4.19-3suse-SMP for s390 and s390x, with 3590 drives with the fibre-channel attachment
- United Linux 1.0, on 32-bit Intel-compatible servers, for the 2.4.19-246 (k_deflt) and 2.4.19-233 (k_smp) kernels (3590 only)
- United Linux 1.0, on 32-bit Intel-compatible servers, for the 2.4.19-304, 2.4.19-329, and 2.4.19-333 (uniprocessor and smp) kernels
- SuSE Linux Enterprise Server 8, on IBM zSeries 800 and 900 servers, kernel 2.4.19-79 for s390 and 2.4.19-80 for s390x, with 3590 and 3592 drives with the fibre-channel attachment
- SuSE Linux Enterprise Server 8, on IBM pSeries servers, for the kernel-ppc64-2.4.19-186 kernel

The following device:

- IBM TotalStorage Virtual Tape Server, models B10, B18, and B20

is supported on the following operating systems:

- IBM AIX 4.3.3, AIX 5L Version 5.1 or Version 5.2 on IBM POWER-based servers
- Microsoft Windows/NT 4.0, fix pack 3 or later
- Microsoft Windows 2000, build level 2195 or later
- Sun Microsystem Solaris Version 7, 8, or 9
- Hewlett-Packard HP-UX 11.0 (PCI 64-bit), 11i (PCI 64-bit)

The following devices:

- IBM Magstar MP 3570 Tape Subsystem
- IBM Magstar MP 3575 Tape Library Dataserver

are supported on the following operating systems:

- IBM AIX 4.3.3, AIX 5L Version 5.1 or Version 5.2 on IBM POWER-based servers
- Microsoft Windows/NT 4.0, fix pack 6 or later
- Microsoft Windows 2000, build level 2195 or later
- Sun Microsystem Solaris Version 7, 8, or 9
- Hewlett-Packard HP-UX 10.20 (PB 32-bit), 11.0 (PB 32-bit), 11.0 (PCI 64-bit)

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 Sun Solaris, the HP-UX 3494 Enterprise Library Driver on Hewlett-Packard HP-UX, the Linux 3494 Enterprise Tape Library Driver on Linux, the SGI IRIX 3494 Tape Library Driver on SGI IRIX, the Microsoft Windows 3494 Enterprise Tape Library Service on Microsoft Windows NT and Microsoft Windows 2000.

Documentation:

- IBM TotalStorage Tape Device Drivers Installation and User's Guide (GC35-0154).

IBM devices:

- IBM TotalStorage Enterprise Automated Tape Library 3494

Supported Operating Systems:

The IBM Enterprise Library Driver is supported on any hardware configuration that supports the following operating systems:

- IBM AIX 4.3.3, AIX 5L Version 5.1 or Version 5.2 on IBM POWER-based servers
- Microsoft Windows/NT 4.0, fix pack 3 or later
- Microsoft Windows 2000, build level 2195 or later
- Sun Microsystems Solaris Version 7, 8, or 9
- Hewlett-Packard HP-UX 10.20 (PB 32-bit), 11.0 (PB 32-bit), 11.0 (PCI 64-bit), 11i (PCI 64-bit)
- SuSE Linux 7.0, Linux Kernel 2.2.16 on IBM Linux for S/390 systems

In addition, the IBM Enterprise Library Driver is supported on any other Linux distribution that the IBM 3590 and/or 3592 Tape Drive is supported.

Program:

- IBM Ultrium Device and Library Driver, known as the AIX Tape and Medium Changer Device Driver on IBM AIX, the Solaris Device Driver on Sun Solaris, the HP-UX Device Driver on Hewlett-Packard HP-UX, the Linux Device Driver on Linux, the Windows Device Driver on Microsoft Windows NT, Microsoft Windows 2000, and Microsoft Windows Server 2003

Documentation:

- IBM Ultrium Device Drivers Installation and User's Guide (GA32-0430).

IBM devices:

- IBM TotalStorage Ultrium External Tape Drive 3580
- IBM TotalStorage Ultrium Tape Autoloader 3581
- IBM TotalStorage Ultrium Tape Library 3582
- IBM TotalStorage Ultrium Scalable Tape Library 3583
- IBM TotalStorage UltraScalable Tape Library 3584
- IBM Ultrium Internal Tape Drive Models T200 and T200F
- IBM TotalStorage LTO Ultrium 2 Tape Drive Model T400 and T400F

Supported Operating Systems:

The IBM Ultrium Device and Library Driver is supported on any hardware configuration that supports the following operating systems:

- IBM AIX 4.3.3, AIX 5L Version 5.1 or Version 5.2 on IBM POWER-based servers
- Microsoft Windows/NT 4.0, fix pack 6 or later
- Microsoft Windows 2000, build level 2195 or later
- Microsoft Windows Server 2003, build level 3790 or later
- Sun Microsystems Solaris Version 7, 8, or 9
- Hewlett-Packard HP-UX 11.0 (PCI 64-bit), HP-UX 11i (PCI 64-bit)
- Red Hat 7.2 with the 2.4.9-31 kernel on 32-bit Intel-compatible servers (up, smp, enterprise) and 64-bit Intel Itanium servers (up and smp)
- Red Hat 7.3 with the 2.4.18-10 kernel on 32-bit Intel-compatible servers
- Red Hat Advanced Server 2.1 with the 2.4.9-e8 and 2.4.9-e.10 kernels (uniprocessor, SMP, enterprise)
- Red Hat Enterprise Linux 2.1 AS, ES, WS with the 2.4.9-e.16 and 2.4.9-e.25 kernels (uniprocessor, SMP, enterprise)
- SuSE Linux Enterprise Server 7 Update, on 32-bit Intel-compatible servers, 2.4.18-136(k_deflt), 2.4.18-243(k_deflt), 2.4.18-134(k_smp), and 2.4.18-224(k_smp) kernels
- United Linux 1.0, on 32-bit Intel-compatible servers, 2.4.19-246(k_deflt) and 2.4.19-233(k_smp) kernels
- SuSE Linux Enterprise Server 8, on IBM zSeries 800 and 900 servers, kernel 2.4.19-3suse-SMP for s390 and s390x, and kernel **kernel 2.4.19-79 for s390 and 2.4.19-80 for s390x** with Ultrium Generation II drives with the fibre-channel attachment
- SuSE Linux Enterprise Server 8, on IBM pSeries servers, for the kernel-ppc64-2.4.19-186 kernel with Ultrium Generation II drives with the fibre-channel attachment

Program:

- IBM Ras Utility Program, known as IBMrasutil on HP Tru64 Unix

Documentation:

- IBM Ultrium Device Drivers Installation and User's Guide (GA32-0430)
- IBM TotalStorage Tape Device Drivers Installation and User's Guide (GC35-0154)

IBM devices:

- IBM 3584 UltraScalable Tape Library with Ultrium Generation I drives (fibre attach only)
- IBM TotalStorage Enterprise Tape System 3590 (fibre attach only)

Supported Operating Systems:

The IBM Ras Utility Program is supported on any hardware configuration that supports the following operating system:

- HP Tru64 Unix Version 5.1A