IBM SUBSYSTEM DEVICE DRIVER

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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 the 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 follows: IBM Subsystem Device Driver and README files.

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 Subsystem Device Driver in Object Code form.

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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.

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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 All previous discussions and agreements with respect to this subject matter are superseded by this Agreement.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. which specific IBM devices the Program and Documentation are to be used with; IBM devices: IBM Enterprise Storage ServerÖ (ESS)

2. For what specific server platforms the Program and Documentation are to be used on and for what software requirements apply to the use of the Program and Documentation reference the ESS Open Systems Support Web page, located at: **http://www.storage.ibm.com/hardsoft/products/ess/supserver.htm**

END OF USER LICENSE AGREEMENT FOR IBM DEVICE DRIVERS

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IBM SUBSYSTEM DEVICE DRIVER README FOR HP

IBM Subsystem Device Driver for HP
Version 1 Release 2 Modification 0 Level 0

README.txt

This README file contains last-minute product information for the Subsystem Device Driver 1.2.0. It is strongly recommended that you print and review the contents of this README file and the *Subsystem Device Driver Installation and User's Guide* before installing the Subsystem Device Driver.

DEFECTS CORRECTED

N/A

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