

Image for Windows

Copyright © 1996-2003 TeraByte Unlimited, All Rights Reserved.

Installation and Getting Started Guide



TeraByte Unlimited

1350 Town Center Dr #1049

Las Vegas, NV 89144

support@terabyteunlimited.com

<http://www.TeraByteUnlimited.com>

ASP Member

Table of Contents

Table of Contents	2
What Is Image for Windows	3
Limitations	3
Requirements	3
Getting Started	4
Installation	4
Settings	4
Environment variables	4
Command line options	5
Creating a bootable CD	6
Issues to be aware of	6
Orders, Support, and Licensing	8
Support Policy	8
Ombudsman Statement	8
Trademarks	8
Definition of Shareware	9
TERABYTE UNLIMITED (TRIAL-USE) LICENSE AGREEMENT	9
TeraByte Unlimited (Full-Use) License Agreement	13
Image for Windows Order Form	16

What Is Image for Windows

Image is a Win32 based backup and restore utility that creates snapshot of an entire partition or volume to a set of files or directly to most DVD+RW/+R/-RW/-R or CD-R/RW drives. If something should ever happen to that partition or volume, you'll be able to simply restore the snapshot image.

Image for Windows is compatible with the imaging feature of BootIt NG and Image for DOS.

Limitations

Image for Windows requires that the system support Int 13h extensions for use with Win9x/ME. If your computer BIOS limits access to the hard drive for any reason and no drive manager is available to correct the limitation, Image for Windows will also be limited on those OS's.

Requirements

IBM-compatible personal computer with an i80386-compatible microprocessor, Win32 environment with 32MB RAM minimum recommended. Administrator privileges when running on Win NT/2K/XP.

Getting Started

- 1) Visit <http://www.terabyteunlimited.com> to make sure you have the latest version of Image for Windows, as well as the latest support information.
- 2) Install/upgrade Image for Windows on your hard drive by following the steps in installation (see below).
- 3) Read the "Issues to be aware of" section (see page 6).

Installation

Simply execute the included Setup program and follow the prompts.

If prompted to replace file CDBOOT.F35: Users who have purchased Image for Windows (which includes Image for DOS) will most likely want to answer "no" since they will want to keep using the CDBOOT.F35 file from the purchased version of Image for DOS. But trial version users should replace the file unless the user has a specific reason not to.

Settings

Align on End: This option insures that restored partitions are aligned at the end of a cylinder. User should leave this checked.

Burn Extra Track: Enable this option to write the image summary data to CD one as track two when directly imaging to CD. When burned this way, you won't have to insert the last CD before beginning the restore. NOTE: This option may not work correctly with all CD devices.

Use Volume Label: If this option is enabled and the drive contains an EMBR then FAT/FAT32/HPFS partition names will be that of the volume label instead of the name in the MPT. If no EMBR exists then this option is assumed.

Alternate CD Close Method: If you experience errors or problems when a CD is closing during an image to CD operation then enable this option to try a different closing technique. *If you are using a DVD writer then you'll more than likely need to enable this setting.*

Environment variables

The environment variables below are used when using the command line switches only.

To change the method used to burn a set of CDs so that it doesn't prompt for the last CD during a restore, set the environment variable IBXT to a value of 1. (i.e. set `ibxt=1`). Use of this setting may not work with all CD-R/RW drives.

You can have Image auto respond to prompts and error messages when creating an image to a file by using an environment variable named IAR. To use, set the first character of the variable to either Y or N (i.e. set `iar=Y`). With this setting any 'Y'es or 'N'o questions will be answered using that character. Additionally, any prompts that only have an "Ok" button are also

automatically responded to. If you would like to respond to the Unable to obtain a lock Abort/Ignore/Retry message then set the second character of the IAR variable to either R, A, or I (i.e. set iar=YI). NOTE: take special care if you use the 'R' setting as the program will appear to be imaging without any progress while it keeps trying to obtain the lock (you'll need to click cancel to stop it from trying). If you would like to only respond to the lock message then set the first character of IAR to something other than Y or N (i.e. set iar=xI). You can use errorlevel in a batch file to determine if the operation was successful or failed.

Command line options

Use can use imagew.exe with command line options. The options are required to be separated by spaces and entered in the order given below. Use the /? Command line option for additional command line options not explained here. If you're using a batch file, you'll probably want to start the process using "start /wait" followed by the imagew program (i.e. start /wait imagew). If you would like to run the program as a different user then under Win2K/XP you can use the "runas" command to start the batch file or you may want to use the scheduler (schedule tasks on the control panel). For NT/2K/XP you may want to try using something like SRVANY (comes with the NT resource kit) to run it as a service under an appropriate profile.

Creating a compressed image to a file:

```
Format 1:      imagew /Ch# d:\filename.img          (no validation)
Format 2:      imagew /Ch#V d:\filename.img      (validation)
Format 3:      imagew /Ch#VB d:\filename.img     (byte-for-byte validation)
Explanation:  Replace the h with the source hard drive number from 0 to 7
               and the # with the partition entry id. For most users the
               partition id will be a number from 1-4 or for volumes a
               number formatted as 0xPVV where P is the extended partition
               and VV is the volume number in hexadecimal from 01 to FF.
               If you're not sure of what the partition or volume id is,
               run image without any parameters and choose create image.
               The screen that lists the partitions and volumes also will
               display the id in parentheses as a hexadecimal number. You
               should prefix that number with a 0x on the command line.
```

Creating an uncompressed image to a file:

```
Format 1:      imagew /Ch# /U d:\filename.img    (no validation)
Format 2:      imagew /Ch#V /U d:\filename.img   (validation)
Format 3:      imagew /Ch#VB /U d:\filename.img  (byte-for-byte validation)
Explanation:   Same as above.
```

Creating a compressed image to a CD drive:

```
Format 1:      imagew /Ch# /CDx
Explanation:   The h and # information is same as above. The x after /CD
               is the CD drive number to use. Omit the number (/CD) to
               get a list of the devices.
```

Creating a uncompressed image to a CD drive:

Format 1: imagew /Ch# /U /CDx
Explanation: Same as above

Restoring an image from a file:

Format 1: imagew /R d:\filename.img (no validation)
Format 2: imagew /RV d:\filename.img (validation if needed)
Explanation: Restores the image to the same hard drive and location on
 the hard drive that is was backed up from.

Restoring an image from a CD:

Format 1: imagew /R /CDx
Explanation: The x after /CD is the CD drive number to use. Omit the
 number (/CD) to get a list of the devices.

Limiting the file size on creation:

Format: d:\filename;s
Explanation: Replace the s after the ';' with 0 for 2GB, 1 for 698MB, or
 2 for 648MB.

Running the Program from a batch file:

Because it's a Win32 program you must use the "start" command with the
"/wait" switch. For example: "start /wait imagew /c00 d:\somefile".

Creating a bootable CD

As long as CDBOOT.F35 is in the working directory with imagew.exe an
independent bootable CD will be created when burning directory to a CD
drive.

However, the included CDBOOT.F35 file will only be able to restore from an
ATAPI CD drive on one of the standard (primary/secondary) ATA controllers.
If you would like to restore from other devices you would need to create
your own diskette image with the appropriate ASPI drivers and autoexec.bat
file to execute the image restore.

NOTE: This only applies when booting the CD created with CDBOOT.F35 --
you'll be able to restore from any CD-ROM drive under Windows.

Issues to be aware of

- When running under Win NT/2K/XP Pro you must have administrator privileges. Under Win2K/XP you can run as any user by right clicking and choosing the "Run As" option.
- When you are creating an image you shouldn't use the partition being backed up as the location of the image file. This is because the partition is being updated at the same time you're trying to back it

up. When you restored the partition the file system wouldn't be in a consistent state.

- If you create a backup without a lock being obtained, that backup may not be in a consistent state if updates to the drive were occurring during the backup. If the partition/volume is in use then it can't be locked. You should close any open files or programs that are using the drive letter you are wanting to backup. Additionally, some virus checkers will prevent locking of any drive even with real time protection is off. For one, E-Trust under WinXP (but not Win98SE) causes this; if you wanted to obtain a lock then you would have to disable tfsctrl in msconfig and restart the PC otherwise you'd have to ignore the lock if you know it's not in use or use the DOS version of Image.
- Currently, to backup the system partition you'll have to either ignore the warning that the partition can't be locked, or use Image for DOS (your purchase of Image for Windows includes Image for DOS). The system partition can not be locked because it is being used by the system and perhaps additional drivers or services. However, ignoring the warning that the partition cannot be locked may result in a backup that is not in a consistent state.
- When you are restoring an image you can't restore over the partition that contains the source image file. This is because the restore will overwrite the file system structures and the image file itself.
- After restoring the system may need to reboot. This is required under certain conditions and determined by the program. If you didn't reboot when asked then the OS would still think the partition and file system was as it was before the restore. This could cause data corruption. You can override a command line restore with /RN but it should only be used by advanced users who know its safe to not reboot.
- When you do a command line restore, the restored partition will go to the same hard drive number and physical location on the drive as from where it was backed up. If it was a volume and there is no extended partition now at that location then it will attempt to create the original extended partition but, if it can't create the extended partition, it will be restored as a primary partition. If it was a primary partition and now an extended partition encompasses that location then it will be restored as a volume. If an existing partition or volume occupies the same starting location as the partition to be restored then, a warning message is issued before overwriting that partition or volume.
- Image doesn't change the SID of Windows NT/2K/XP systems. If you're going to use Image for deployment purposes then you should see the "For Deployment Purposes" under the "Examples of Use" section below. If you'd like to change the SID for WinNT/2K you can download a free utility named NewSID at:
<http://www.sysinternals.com/ntw2k/source/newsid.shtml>
- You can only restore via booting the CD when the CD drive is an ATAPI drive. For SCSI drives you must create your own CDBOOT.F35 file which will load the appropriate DOS, ASPI drivers as well as launch image via autoexec.bat if desired.

Orders, Support, and Licensing

If you continue to use Image for Windows beyond 30 days, you must purchase a "full-use" license for it. It is illegal to continue using Image for Windows beyond 30 days without a "full-use" license. Once you have purchased a "full-use" license the software is considered "registered".

You can purchase the "full-use" license on-line by clicking under the Purchase link at <http://www.terabyteunlimited.com> or you can use the order form included towards the end of this document and in a separate file named "REGISTER.TXT".

Support Policy

The primary support communication method will be use of on-line services. The most recent versions of software and information will be available on the TeraByte Unlimited website, <http://www.terabyteunlimited.com>.

Registered users that require technical support should try to use e-mail as the primary communication method. Telephone support will also be given as needed.

Pre-sale information and technical support for unregistered users will be given via e-mail only. In all cases TeraByte Unlimited reserves the right to refuse any communication method that would incur a cost.

Ombudsman Statement

This program is produced by a member of the Association of Shareware Professionals (ASP). ASP wants to make sure that the shareware principle works for you. If you are unable to resolve a shareware-related problem with an ASP member by contacting the member directly, ASP may be able to help. The ASP Ombudsman can help you resolve a dispute or problem with an ASP member, but does not provide technical support for members' products. Please contact the ASP Ombudsman online at <http://www.asp-shareware.com/omb>.

Trademarks

BootIt is a trademark of TeraByte Unlimited.

Microsoft, MS, MS-DOS and Windows are registered trademarks of Microsoft Corporation.

IBM, PC-DOS and OS/2 are registered trademarks of the International Business Machines Corporation.

All other trademarks and copyrights referred to are the property of their respective owners.

Definition of Shareware

Shareware distribution gives users a chance to try software before buying it. If you try a Shareware program and continue using it, you are expected to register. Individual programs differ on details - some request registration while others require it, some specify a maximum trial period. With registration, you get anything from the simple right to continue using the software to an updated program with printed manual.

Shareware is a distribution method, not a type of software. The Shareware system makes fitting your needs easier, because you can try before you buy. Also, because the overhead is low, prices are low. Shareware has the ultimate money-back guarantee-if you don't use the product, you don't pay for it.

TERABYTE UNLIMITED (TRIAL-USE) LICENSE AGREEMENT

If you are using the software for evaluation or trial purposes then this License applies to you:

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY

By using, copying, transmitting, distributing or installing all or any part of the TeraByte trial version computer software and documentation accompanying this License Agreement (the "Evaluation Software"), you agree to all of the terms and conditions of this License Agreement.

Please read the license terms and conditions below. **If you do not agree to all of the terms and conditions**, then do not use, copy, transmit, distribute, or install the trial version computer software and documentation accompanying this license Agreement.

TeraByte, Inc., dba TeraByte Unlimited ("TeraByte") and/or its suppliers own the Evaluation Software and its documentation, which are protected under applicable copyright, trade secrets, and other laws. Your rights and license to use the programs and the documentation are limited to the terms and subject to the conditions set forth below.

1. LICENSE:

(a) TRIAL USE IN YOUR OWN COMPUTER

- (i) **YOU MAY:** use the Evaluation Software for evaluation purposes in your own computer, for a period not to exceed thirty (30) days after your first installation or use of the Evaluation Software. You may not re-install or additionally install the Evaluation Software for additional evaluation periods.
- (ii) Not "Free Software". This Evaluation Software is not "free software", but a software copy with limited license rights, as set forth in this Agreement.
- (iii) **Temporary Evaluation Use Only.** You may use this Evaluation Software without charge for a limited time only, and solely to decide whether to purchase a paid license for the software from TeraByte. If you wish to use the Evaluation Software after the thirty (30) day evaluation period, then you must purchase a Full Use license for the software from TeraByte. You can visit TeraByte's web site at www.terabyteunlimited.com, for further information.
- (iv) **NO CONTINUED USE WITHOUT REGISTRATION.** Unregistered use of the Evaluation Software after the thirty (30) day trial period is an infringement of TeraByte's legal and equitable rights, including but not limited to copyright and trade secret rights, under U.S. and international laws.

(b) LIMITED DISTRIBUTION LICENSE

- (i) **IF YOU ARE AN INDIVIDUAL, YOU MAY:** distribute copies of the Evaluation Software to your friends or associates, provided that you charge no fees nor request any donations for this service, and that you convey only a complete and unaltered copy of the original Evaluation Software files, in the exact form that they were downloaded from www.terabyteunlimited.com.

- (ii) ALL OTHER DISTRIBUTION is allowed only under the terms set forth by TeraByte, if any at the www.terabyteunlimited.com web site. TeraByte may, at its sole discretion, append a data record (such as VENDINFO or PAD) to the distribution files for the Evaluation Software, in which event such data record shall be automatically incorporated by reference. Any distribution satisfying all of the distribution requirements expressed at the web site or in that data record, if any, is hereby authorized; all other distribution requires TeraByte's advance written approval.
 - (iii) Each individual, and each vendor, wishing to distribute the Evaluation Software package must independently satisfy all terms of the limited distribution license.
 - (iv) You may make as many copies of this Evaluation Software as you need, for purposes of the limited distribution permitted in this Agreement.
 - (v) TERABYTE RESERVES THE RIGHT TO RETRACT OR CHANGE ANY OR ALL OF THE ABOVE DISTRIBUTION RIGHTS AT ANY TIME, FOR ANY OR NO REASON.
- (c) YOU MAY NOT:
- (i) permit others to use the Evaluation Software unless they are properly licensed by TeraByte, either under this Agreement or another agreement from TeraByte;
 - (ii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on, the Evaluation Software;
 - (iii) copy the Evaluation Software except as expressly permitted above;
 - (iv) distribute the Evaluation Software, bundle it with other products, rent, lease, sell, grant a security interest in, or otherwise transfer rights to, or possession of, the Evaluation Software or any copy thereof, except as may be expressly provided in this Agreement;
 - (v) remove or alter any proprietary notices, labels or legends on any copy of the Evaluation Software; or
 - (vi) ship or transmit (directly or indirectly) any copies of the Evaluation Software or their media, or any direct product thereof, to any country or destination prohibited by the United States Government.
- (d) RESERVATION OF RIGHTS. All rights and licenses not expressly granted by TeraByte in this Agreement are entirely and exclusively reserved to TeraByte.
2. TERM AND TERMINATION: This Agreement shall remain effective until this Agreement is terminated, provided that in no event shall your evaluation rights hereunder extend beyond the thirty (30) day period set forth in Section 1 above. You may terminate it at any time by destroying the distribution media together with all of your copies of the Evaluation Software in any form. This Agreement will also automatically terminate, without notice, if you fail to comply fully with any term or condition of this Agreement, or if your normal business operations are disrupted or discontinued for more than thirty days by reason of insolvency, bankruptcy, receivership, or business termination. Upon termination of this Agreement, you must destroy all copies of the Evaluation Software in any form.
3. OWNERSHIP AND CONFIDENTIAL INFORMATION: TeraByte or its licensors own the Evaluation Software under copyright, trade secret and all other laws that may apply. All product names, designs, and logos associated with the Evaluation Software are trademarks of TeraByte. The source code of the Evaluation Software and all information regarding the design, structure or internal operation of the Evaluation Software are valuable trade secrets of TeraByte or third parties with which TeraByte has licensing arrangements ("Confidential Information"), provided however, that "Confidential Information" shall not include information which otherwise would be Confidential Information to the extent that such information was publicly known or otherwise known to you previously to the time of disclosure, which subsequently became known through no act or omission by you, or which otherwise became known to you other than through disclosure by TeraByte. You shall not sell, transfer, publish, disclose, display or otherwise permit access to any Confidential Information by any third party, nor may you use any of the Confidential Information, except strictly as part of the Evaluation Software in the form originally distributed by TeraByte.
4. LIMITED WARRANTY: THE EVALUATION SOFTWARE IS PROVIDED ENTIRELY "AS-IS". TERABYTE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EVALUATION SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. TERABYTE DOES NOT WARRANT THAT THE EVALUATION SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE EVALUATION SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY FOR SELECTING AND USING THE EVALUATION

SOFTWARE, AND THAT IF YOU USE THE EVALUATION SOFTWARE IMPROPERLY OR AGAINST INSTRUCTIONS, YOU CAN CAUSE DAMAGE TO YOUR FILES, SOFTWARE, DATA OR BUSINESS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EVALUATION SOFTWARE IS BORNE BY YOU. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. Some jurisdictions do not allow exclusions of an implied warranty, so this disclaimer may not apply to you and you may have other legal rights that vary by jurisdiction.

5. **LIMITATION OF LIABILITY.** ANY LIABILITY OF TERABYTE WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE. IN ADDITION, IN NO EVENT WILL TERABYTE, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE EVALUATION SOFTWARE, BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, USE OR INFORMATION, RELATING EITHER TO THE USE OF THE EVALUATION SOFTWARE, OR YOUR RELATIONSHIP WITH TERABYTE, EVEN IF TERABYTE HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. Any suit or other legal action relating in any way to this Agreement or to the Evaluation Software must be filed or commenced no later than one (1) year after it accrues. You may also have other rights which vary from state to state.
6. **HIGH RISK ACTIVITIES.** The Evaluation Software is not fault-tolerant and is not designed, manufactured or intended for use on equipment or software running in hazardous environments requiring fail-safe performance, including but not limited to the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Evaluation Software could contribute to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). TERABYTE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE EVALUATION SOFTWARE FOR HIGH RISK ACTIVITIES. TERABYTE DOES NOT AUTHORIZE USE OF THE EVALUATION SOFTWARE FOR ANY HIGH RISK ACTIVITY. YOU AGREE TO DEFEND AND INDEMNIFY TERABYTE, AND HOLD TERABYTE HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, COSTS JUDGMENTS AND DAMAGES OF ANY KIND IN CONNECTION WITH USE IN RELATION TO ANY HIGH RISK ACTIVITY OF ANY COPY OF THE EVALUATION SOFTWARE RELATING TO THIS LICENSE.
7. **RESTRICTED RIGHTS - COMMERCIAL COMPUTER SOFTWARE.** The parties acknowledge and agree that: (a) any and all products covered by this Agreement are, and shall be, deemed "commercial computer software" for all purposes in relation to U.S. government acquisition laws, rules and regulations, and (b) all use, duplication and disclosure by, for, or on behalf of the U.S. Government is subject to all conditions, limitations and restrictions applicable to "commercial computer software" as set forth in FAR section 12.212 and in DFAR sections 227.7202-1, 227.7202-3, and 227.7202-4.
8. **GENERAL.**
 - (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and TeraByte in regard to the subject matter herein, and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between you and TeraByte. No amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
 - (b) **NON-WAIVER.** Waiver by TeraByte of any violation of any provision of this License shall not be deemed to waive any further or future violation of the same or any other provision.
 - (c) **LAW AND JURISDICTION.** This License and any dispute relating to the Evaluation Software or to this License shall be governed by the laws of the United States and the laws of the State of Nevada, without regard to U.S. or Nevada choice of law rules. You agree and consent that jurisdiction and proper venue for all claims, actions and proceedings of any kind relating to TeraByte or the matters in this License shall be exclusively in courts located in Las Vegas, Nevada. If a court with the necessary subject matter jurisdiction over a given matter cannot be found in Las Vegas, then jurisdiction for that matter shall be exclusively in a court with the proper jurisdiction as close to Las Vegas as possible, and within Nevada if possible.
 - (d) **SEVERABILITY.** If any part or provision of this License is held to be unenforceable for any purpose, including but not limited to public policy grounds, then you agree that the remainder of the License shall be fully enforceable as if the unenforceable part or provision never existed.

- (e) **NON-ASSIGNMENT.** You may not assign this License without the prior written consent of TeraByte, except as part of a sale of all or substantially all of the assets of your business.
- (f) **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries of any promises, obligations or representations made by TeraByte herein.
- (g) **HEIRS AND ASSIGNS.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by TeraByte to any assignment of this agreement except as provided hereinabove.
- (h) **SURVIVAL.** The provisions of paragraphs 1(a)(iv), 1(c)(ii) and 3 of this Agreement shall survive any termination or expiration of this Agreement.

TeraByte Unlimited (Full-Use) License Agreement

If you are upgrading an existing fully licensed copy of the software then this license applies to you:

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY

You should carefully read the following terms and conditions before upgrading the Licensed Software or applying the registration code(s) you received from TeraByte Unlimited or an authorized TeraByte Unlimited distributor (the "Registration Code(s)"). The Registration Code(s) will convert your copy of the TeraByte Unlimited software for which it was created, from a limited-time evaluation version into a fully paid, fully registered version (the "Licensed Software").

If you do not agree to all of the terms and conditions of this License Agreement as set forth below, then: (a) do not upgrade the Licensed Software, and (b) do not apply the Registration Code(s) to any copy of any TeraByte Unlimited software.

TeraByte Inc., dba TeraByte Unlimited ("TeraByte") and/or its suppliers own the Licensed Software and its documentation, which are protected under applicable copyright, trade secrets, and other laws. Your rights and license to use the programs and the documentation are limited to the terms and subject to the conditions set forth below.

1. LICENSE:

(a) YOU MAY:

- (i) if you paid for a single copy license, use the Licensed Software on a single computer;
- (ii) if you paid for a multiple copy license, make additional copies of the Licensed Software, up to the number of copies licensed herein, provided that each copy of the Licensed Software provided or made under this Agreement may be used on only one computer at any one time;
- (iii) physically transfer any copy of the Licensed Software from one computer to another, provided that that copy is used on only one computer at a time, and that you remove any and all copies from the computer from which the programs are transferred;
- (iv) make a copy of the Licensed Software solely for purposes of backup;

PROVIDED IN ALL CASES THAT all copyright and other proprietary and Federal acquisition notices, as included by TeraByte with the Licensed Software, be fully and accurately reproduced by you on any and all copies of the Licensed Software.

(b) YOU MAY NOT:

- (i) permit others to use the Licensed Software unless they are properly licensed by TeraByte, either under this Agreement or another agreement from TeraByte;
- (ii) permit concurrent use of any copy of the Licensed Software;
- (iii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on, the Licensed Software;
- (iv) copy the Licensed Software except as expressly permitted above;
- (v) rent, lease, grant a security interest in, or otherwise transfer rights to, or possession of, the Licensed Software or any copy thereof;
- (vi) remove or alter any proprietary notices, labels or legends on any copy of the Licensed Software; or
- (vii) ship or transmit (directly or indirectly) any copies of the Licensed Software or their media, or any direct product thereof, to any country or destination prohibited by the United States Government.

(c) RESERVATION OF RIGHTS. All rights and licenses not expressly granted by TeraByte in this Agreement are entirely and exclusively reserved to TeraByte.

2. TERM AND TERMINATION: This Agreement, and your license rights hereunder, remain effective until this Agreement is terminated. You may terminate it at any time by destroying the distribution media together with all of your copies of the Licensed Software in any form. This Agreement will also automatically terminate, without notice, if you fail to comply fully with any term or condition of this Agreement, or if your normal business operations are disrupted or

discontinued for more than thirty days by reason of insolvency, bankruptcy, receivership, or business termination. Upon termination of this Agreement, you must destroy all copies of the Licensed Software in any form.

3. **OWNERSHIP AND CONFIDENTIAL INFORMATION:** TeraByte or its licensors own the Licensed Software under copyright, trade secret and all other laws that may apply. All product names, designs, and logos associated with the Licensed Software are trademarks of TeraByte. The source code of the Licensed Software and all information regarding the design, structure or internal operation of the Licensed Software are valuable trade secrets of TeraByte or third parties with which TeraByte has licensing arrangements ("Confidential Information"), provided however, that "Confidential Information" shall not include information which otherwise would be Confidential Information to the extent that such information was publicly known or otherwise known to you previously to the time of disclosure, which subsequently became known through no act or omission by you, or which otherwise became known to you other than through disclosure by TeraByte. You shall not sell, transfer, publish, disclose, display or otherwise permit access to any Confidential Information by any third party, nor may you use any of the Confidential Information, except strictly as part of the Licensed Software in the form originally distributed by TeraByte.
4. **LIMITED WARRANTY:** TeraByte Unlimited warrants that for a period of thirty (30) days from the date of purchase, the Licensed Software will perform in conformity with the user documentation supplied by TeraByte, provided that your **EXCLUSIVE REMEDY** under this warranty shall be to return the Licensed Software to TeraByte in exchange for repair, replacement, or a full refund of your purchase price (at TeraByte's option) within forty-five (45) days after the date of purchase. In addition, the above warranty does not apply to the extent that any failure of the licensed program to perform as warranted is caused by the licensed program being (a) not used in accordance with the user documentation, or (b) modified by any person other than authorized TeraByte personnel. **EXCEPT FOR THE EXPRESS WARRANTY GRANTED IMMEDIATELY ABOVE, TERABYTE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAD FULL OPPORTUNITY TO USE AND TEST THE LICENSED SOFTWARE BEFORE PURCHASE. TERABYTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY FOR SELECTING AND USING THE LICENSED SOFTWARE, AND THAT IF YOU USE THE LICENSED SOFTWARE IMPROPERLY OR AGAINST INSTRUCTIONS, YOU CAN CAUSE DAMAGE TO YOUR FILES, SOFTWARE, DATA OR BUSINESS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS BORNE BY YOU. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.** Some jurisdictions do not allow exclusions of an implied warranty, so this disclaimer may not apply to you and you may have other legal rights that vary by jurisdiction.
5. **LIMITATION OF LIABILITY. ANY LIABILITY OF TERABYTE WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE. IN ADDITION, IN NO EVENT WILL TERABYTE, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE LICENSED SOFTWARE, BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, USE OR INFORMATION, RELATING EITHER TO THE USE OF THE LICENSED SOFTWARE, OR YOUR RELATIONSHIP WITH TERABYTE, EVEN IF TERABYTE HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.** Any suit or other legal action relating in any way to this Agreement or to the Licensed Software must be filed or commenced no later than one (1) year after it accrues. You may also have other rights which vary from state to state.
6. **HIGH RISK ACTIVITIES.** The Licensed Software is not fault-tolerant and is not designed, manufactured or intended for use on equipment or software running in hazardous environments requiring fail-safe performance, including but not limited to the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Licensed Software could contribute to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). **TERABYTE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE LICENSED SOFTWARE FOR HIGH RISK ACTIVITIES. TERABYTE DOES NOT AUTHORIZE USE OF THE LICENSED SOFTWARE FOR ANY HIGH RISK ACTIVITY. YOU AGREE TO DEFEND AND INDEMNIFY TERABYTE, AND HOLD TERABYTE HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, COSTS JUDGMENTS AND DAMAGES OF ANY KIND IN CONNECTION WITH USE IN RELATION TO ANY HIGH RISK ACTIVITY OF ANY COPY OF THE LICENSED SOFTWARE RELATING TO THIS LICENSE.**

7. **RESTRICTED RIGHTS - COMMERCIAL COMPUTER SOFTWARE.** The parties acknowledge and agree that: (a) any and all products covered by this Agreement are, and shall be, deemed "commercial computer software" for all purposes in relation to U.S. government acquisition laws, rules and regulations, and (b) all use, duplication and disclosure by, for, or on behalf of the U.S. Government is subject to all conditions, limitations and restrictions applicable to "commercial computer software" as set forth in FAR section 12.212 and in DFAR sections 227.7202-1, 227.7202-3, and 227.7202-4.
8. **GENERAL.**
- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and TeraByte in regard to the subject matter herein, and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between you and TeraByte. No amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
 - (b) **NON-WAIVER.** Waiver by TeraByte of any violation of any provision of this License shall not be deemed to waive any further or future violation of the same or any other provision.
 - (c) **LAW AND JURISDICTION.** This License and any dispute relating to the Licensed Software or to this License shall be governed by the laws of the United States and the laws of the State of Nevada, without regard to U.S. or Nevada choice of law rules. You agree and consent that jurisdiction and proper venue for all claims, actions and proceedings of any kind relating to TeraByte or the matters in this License shall be exclusively in courts located in Las Vegas, Nevada. If a court with the necessary subject matter jurisdiction over a given matter cannot be found in Las Vegas, then jurisdiction for that matter shall be exclusively in a court with the proper jurisdiction as close to Las Vegas as possible, and within Nevada if possible.
 - (d) **SEVERABILITY.** If any part or provision of this License is held to be unenforceable for any purpose, including but not limited to public policy grounds, then you agree that the remainder of the License shall be fully enforceable as if the unenforceable part or provision never existed.
 - (e) **NON-ASSIGNMENT.** You may not assign this License without the prior written consent of TeraByte, except as part of a sale of all or substantially all of the assets of your business.
 - (f) **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries of any promises, obligations or representations made by TeraByte herein.
 - (g) **HEIRS AND ASSIGNS.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by TeraByte to any assignment of this agreement except as provided hereinabove.
 - (h) **SURVIVAL.** The provisions of paragraphs 1(b)(iii) and 3 of this Agreement shall survive any termination or expiration of this Agreement.

Image for Windows Order Form

Text version in file REGISTER.TXT

Remit To:
 TeraByte Unlimited
 1350 Town Center Dr. #1049
 Las Vegas, NV 89144

Registration Name: _____ Date: _____

Mailing Address: _____ Phone #: _____

_____ Phone #: _____

_____ Fax #: _____

E-Mail Address: _____ PC Brand/CPU Type: _____

Shipping Address: _____ Primary OS: _____

How did you learn about Image for Windows:

Description	Unit Price	Qty	Extended Price
Image for Windows* <small>* Image for DOS is included with your Image for Windows purchase.</small>	\$26.98		\$
Sub-Total			\$
Shipping and Handling Fees for orders not sent TO YOU via e-mail add \$9.95			\$
Nevada Residents add applicable sales tax			\$
TOTAL CHECK OR MONEY ORDER ENCLOSED*			\$

- * **Check or Money Order must be drawn on a U.S. bank in U.S. Dollars.**
- * If you do not have a US Checking account, you can send an international postal money order or have your bank issue a check on a U.S. bank in U.S. Dollars. Be sure to send this order form whichever method you choose.
- Check mailed separately. (Please ask your bank to include your name on the memo line of the check.)