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SLA#317893

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Authorized Licensee Products: Current and future releases of NetApp's ESX Host Utilities (EHU)

Associated QLogic Hardware: Current and future releases of QL HBAs/CNAs

Associated QLogic Software: API Library: ESX 3.5 U2, SNAI API Library for VMware driver v7.08 vm33 and future release drivers.

hbaapi/vmware/qlogic/hbaapitest

hbaapi/vmware/qlogic/libHBAAPI.so

hbaapi/vmware/qlogic/libqlsdm.so

hbaapi/vmware/qlogic/hba.conf

2. Licensed Software Description: Executable Code to employ QL HBA to contact SAN fabric

Authorized Licensee Products: Current and future releases of NetApp's SnapMirror for Open Systems (SMOS)

Associated QLogic Hardware: Current and future releases of QL HBAs/CNAs

Associated QLogic Software: Current and future releases of HBAs/CNAs Drivers and associated firmware

2300 firmware version 3.0.27.

2312 firmware version 3.0.24.

24XX firmware version 4.05.01

3. Licensed Software Description: Executable Code for unmodified QLogic library specific to Windows

Authorized Licensee Products: Current and future releases of NetApp's Windows Host Utilities (WHU)

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Associated QLogic Software: Current and future releases of QLSDM.DLL

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This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.